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AGREEMENT

Between

THE CITY OF ALLEN PARK

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

JULY 1, 1991 - JUNE 30, 1994

Allen Park, City of

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AGREEMENT

Between

THE CITY OF ALLEN PARK

and

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

The **City of Allen Park, Michigan**, hereinafter designated as the **City**, and the **Command Officers Association of Michigan**, 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 Inspectors in the Allen Park Police Department.

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.

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 join the Association (See Article V), 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.

ARTICLE V - AGENCY SHOP/DUES DEDUCTION

Section 1. 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:

- A. Become members of the Union; or
- B. Pay to the Union an amount of money equal to the Union monthly dues.

Section 2. In the event that an employee covered by Section 1 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:

- A. 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.

B. 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.

C. 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.

Section 3. 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.

Section 4 - Dues Deduction. 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:

A. Union Members - The regular and equal amount of Union dues and fees.

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

Section 5. 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.

Section 6. 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 V of this Agreement.

ARTICLE VI - GRIEVANCE PROCEDURE

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. The grievance procedure will address itself to those matters which do not specifically come under Act 78. If there is a conflict between Act 78 and the grievance procedure, Act 78 will take precedence over the grievance procedure.

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 Act 78 procedure. A dispute taken through the Act 78 procedure cannot later be taken through the grievance procedure, unless Act 78 Fire and Police Civil Service Commission or the Circuit Court rules that the dispute is not within the jurisdiction of Act 78.

Section 3 - First Stage - Chief. 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 4 - Second Stage - Public Safety Commission. 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 Grievance 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 5 - 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 4 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. Selection of Arbitrator. 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 about the 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 6 - Back Pay. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned in the employ of the Department.

Section 7 - 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. This section does not preclude any rights that the Union may have under ARTICLE VI, Section 5 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 8. The grievance procedure shall in no way usurp the rights of the individual employee that he/she may enjoy under Act 78.

Section 9. 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 VII - STAND BY TIME

Employees will not be required to stand by while off duty. The Chief or Deputy or Division Heads will contact an employee if one is needed outside of duty hours.

ARTICLE VIII - DAYS OFF

There will be a standard application of days off among all the shifts.

ARTICLE IX - INCRIMINATING LETTERS

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 to the detriment of 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.

ARTICLE X - EMPLOYEE INJURIES

Section 1 - On-Duty Injury. 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.

Section 2 - Off-Duty Injury. 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.

ARTICLE XI - 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.

ARTICLE XII - FAIR DAYS 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.

ARTICLE XIII - 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. That on July 1, 1978, an individual employee's contribution to the Retirement System shall be increased to six (6%) percent on both wages subject to Social Security Taxes and above, so that both contribution factors shall be six (6%) percent.

Section 3. That on January 15, 1979, an eligible employee's straight life pension prior to age sixty-five (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. That on January 15, 1979, an eligible employee's straight life pension after age sixty-five (65) equals 1.6875% of his/her final average compensation multiplied by the number of years credited service and fractions thereof.

Section 5. Effective for retirants 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 6. That on January 15, 1979, the normal age of retirement shall be reduced to fifty-seven (57) years of age from age sixty (60).

Section 7. That on January 15, 1979, the voluntary age of retirement shall be reduced to age fifty-two (52) from age fifty-five (55).

Section 8. That all employees as of July, 1976, shall be covered by the above enumerated amendments.

Section 9. For any employee hired as a police officer after January 1, 1985, an eligible employee's straight life pension shall equal one (1%) percent for the first five 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. Minimum age of retirement for new employees shall be 54.5 years of age. (Explanatory Note: There was no intent by the parties to change pension benefits for current employees.)

Section 10. 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.

Section 11. 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 12. Vested Rights. Effective July 1, 1989, employees in the bargaining unit shall have their rights vested when they have attained fifteen (15) years of membership in the Allen Park retirement system, regardless of age.

Section 13. Three (3) year FAC. Employees who retire on or after July 1, 1993, will have their final average compensation computed on the average of the highest three (3) consecutive years of service out of the last ten (10) years.

Section 14. Retirement Incentive. Any member of this Association who retires between 4/15/94 and 8/1/94 will receive an additional 1% in his/her retirement effective from the time of retirement and up to the time the employee is eligible to receive Social Security.

ARTICLE XIV - CLOTHING ALLOWANCE

Section 1. Each employee will receive an annual clothing allowance as follows:

Effective July 1, 1991	\$500
Effective July 1, 1992	\$550
Effective July 1, 1993	\$600

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 2 - Optional Uniforms. That there shall be an optional uniform for Inspectors. The uniform shall consist of a blazer, shirt, tie, and pants and shall have the prior approval of the Public Safety Commission.

A. It is specifically understood that Inspectors shall have the right of wearing the work uniform as currently approved by the department regulations in the carrying out of their road patrol duties.

B. When a short-sleeve shirt is worn with the work uniform, a tie will not be required.

C. The City will furnish the first blazer purchased by the Inspectors.

ARTICLE XV - CLEANING ALLOWANCE

Section 1. Each employee will receive an annual cleaning allowance as follows:

Effective July 1, 1991	\$450
Effective July 1, 1992	\$500
Effective July 1, 1993	\$550

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.

ARTICLE XVI - HOLIDAY PAY

Section 1. Effective November 1992, 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 of 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.

Section 2. Employees who call in sick on a designated holiday shall have the sick time deducted at the rate of time and one-half. Effective January 1, 1993, employees who work on a holiday shall receive time and one-half pay for the hours worked that day (i.e. the 8 hour minimum requirement shall be eliminated). Employees who work beyond a regular shift on a holiday will be paid double time for hours worked beyond a regular shift.

Section 3. 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.

ARTICLE XVII - LONGEVITY

Section 1. Employees in this unit shall receive longevity pay of \$35.00 per year for each year of employment.

Section 2 - Payment. Longevity pay shall be computed on November 1 of each year and payment shall be made on or before November 15 of each year.

Section 3 - Prorating. Employees retiring or terminating employment shall have their longevity payment prorated.

ARTICLE XVIII - EXPENSE ALLOWANCE

Section 1. Effective July 1, 1988, each Inspector shall be paid a monthly expense allowance of \$35.00 issued via a single separate check. It shall be the understanding that this expense allowance is for the purpose of purchasing refreshments (i.e. coffee, donuts, etc.) for that Inspector's shift or Bureau.

Section 2 - Detective Expense Allowance. Employees in this unit assigned to the Detective Bureau shall receive a monthly expense allowance equal to that paid to Lieutenants and Sergeants assigned to the Bureau.

Section 3 - Expenses on City Business. Employees shall be paid for all expenses necessarily incurred while on City business. Detectives shall be paid for all expenses incurred while on City business if such expenses (including meals) exceed their Detective Expenses Allowance each month.

For meals, employees shall be reimbursed up to the following maximum amounts, subject to increase if the City expenses policy amounts increase:

Breakfast	\$5.00
Lunch	\$6.00
Dinner	\$17.00

ARTICLE XIX - SHIFT DIFFERENTIAL

Section 1. Effective July 1, 1988, employees who work between 4:00 P.M. and midnight will be paid twenty-five (25¢) cents additional for each hour worked, and employees who work between midnight and 8:00 A.M. will be paid fifty (50¢) cents additional for each hour worked.

Section 2. Shift Differential Pay shall be paid in the first week of August each year.

ARTICLE XX - SEVERANCE PAY

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 XXI - HOSPITAL INSURANCE

Section 1 - Blue Cross/Blue Shield. The City shall provide for employees and eligible dependents the following health coverage fully paid by the employer: semi-private, comprehensive care, M.V.F. II, Master Medical option #3 with Mandatory Second Opinion, prescription drug co-pay one (\$1.00) dollar deductible, reciprocity rider.

Retirees Health Insurance. Retired employees, and surviving, and non-remarried spouses, and eligible dependents, shall continue to be covered by this plan, with the full cost sustained by the City, until the retired employees and surviving, non-remarried spouses reach age 65 or are eligible for medicare. Upon reaching eligibility for medicare, the retiree and/or surviving non-remarried spouse shall apply for medicare benefits. Upon application and approval of medicare benefits, the retiree and/or surviving non-remarried spouse shall have the above listed Blue Cross/Blue Shield benefits (Section 22.2) reduced to cover that portion not covered by medicare. This also covers individuals on HMO programs.

Section 2 - 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, 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 of direct payment to the City.

Retired employees who were hired after 12/1/91 shall be covered by an HMO plan with the same coverage as the Blue Cross/Blue Shield plan, cost sustained by the City, until the retired employee reaches age 65 or is eligible for Medi-Care, when the City will supplement with a "65 Plan". Should an employee, either active or retired, become 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-referenced Blue Cross/Blue Shield plan for retirees.

Section 3. Surviving Spouse and/or Dependents. Maintenance of policy for eligible spouses and/or dependents of deceased employees as long as they do not remarry, regardless of the type of retirement selected. It is understood that said surviving spouse must have been married to the retired employee and eligible dependents must have been dependent at the time the employee retired.

ARTICLE XXII - LIFE INSURANCE

Section 1. Each employee shall be covered by a \$30,000 Life Insurance Policy with double indemnity. Benefits under this policy shall not be reduced because of death or injury in riots, suffered by the employee in the line of duty.

Section 2 - Retirees Life Insurance. The City shall provide a \$7,500.00 Life Insurance Policy for each employee in this unit who retires between July 1, 1968 and July 1, 1988, and a \$10,000.00 Life Insurance Policy for those who retire after July 1, 1988.

ARTICLE XXIII - DENTAL INSURANCE

Section 1. 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 \$1,000.00 per person (effective for current and future employees 90 days after the signing of the 1991-94 contract).

Section 2 - Retirees Dental Insurance. 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.

Section 3. 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.

Section 4. 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.

ARTICLE XXIV - OPTICAL INSURANCE

Section 1. The City shall provide for employees and eligible members of employee's family an Optical Plan as provided by the Co-op Optical Service Plan B (effective for current and future employees 90 days after the signing of the 1991-94 contract). Copies of the plan will be given to the Union.

Section 2. 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.

Section 3 - Retiree Optical Insurance. 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 4 - Optical Insurance Benefit. The City shall provide for employees and eligible members of employee's family Optical Plan B as provided by the Co-op Optical Service. Copies of the plan will be given to the Union.

ARTICLE XXV - CHANGE OF INSURANCE CARRIER

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 XXVI - 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 - 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 3 - Overtime Distribution. Separate lists of overtime assignments shall be kept in each of the divisions 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.

Section 4. Overtime refused will be counted against the employee in respect to his/her position on the overtime list as if the time was worked.

Section 5. Employees shall have the right to refuse overtime except in cases of declared emergency by the Chief of Police.

Section 6. 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.

Section 7 - Compensatory Time. 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.

ARTICLE XXVII - CALL-IN COURT TIME

Section 1 - Allen Park Court. 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.

Section 2. 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.

Section 3. 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.

ARTICLE XXVIII - STEP-UP PAY

Section 1. Any employee who works in a higher grade position by performing the regular duties of the higher grade, for more than thirty (30) calendar days, shall be paid at the higher rate commencing with the thirty-first (31st) day and shall continue to be paid at the higher rate for as long as the condition exists.

Section 2. Employees shall not be rotated in the higher grade position in order to circumvent this section.

ARTICLE XXIX - DEPARTMENT RANK

Section 1 - Department Rank. For purposes of this contract, the corresponding rank between members of the Allen Park Police Department and the Allen Park Fire Department shall be as follows:

Police Department

Patrol Officer
Sergeant
Lieutenant
Inspector

Fire Department

Fire fighter
Sergeant
Lieutenant
Captain

Section 2 - Vacancies in Rank. 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.

Section 3. Rank positions are Chief, Deputy Chief, Inspector, Lieutenant, Sergeant, Detective and any similar ranks created in the future above the rank of Patrol Officer.

Section 4 - Lateral Transfers. Before a vacancy is filled by the City on a platoon or bureau, an Inspector shall have the option to laterally transfer into that position subject to the following provisions:

A. The City shall, before requesting the Civil Service Commission to fill a vacancy, notify the Command Officers Association.

B. An Inspector desiring a lateral transfer must notify his intention to the Public Safety Commission no later than ten (10) days after the Association was notified.

C. The request for lateral transfer shall not be denied by the Public Safety Commission without cause.

D. In the case where more than one Inspector requests a lateral transfer and both are qualified, seniority shall prevail. Seniority in this case may be defined as time in rank.

ARTICLE XXX - TUITION

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

ARTICLE XXXI - 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.

ARTICLE XXXII - VACATIONS

Section 1. 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.

Section 2. The choice of vacation days shall be by rank and seniority within each patrol shift and bureau.

Section 3. Employees with at least five (5) years of service shall be granted one (1) extra vacation day each year.

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

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

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

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

Effective July 1, 1984, employees with at least thirty (30) years of service shall be granted eleven (11) extra vacation days each year.

Section 4. 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.

ARTICLE XXXIII - SICK DAYS

Section 1 - Accumulation. 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.

Section 2 - Retirement. 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-five (175) days.

Section 3 - Death. 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.

Section 4 - Pay Out Separation. 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 5. Effective January 1, 1985, any sick days used by an employee twelve (12) months prior to his/her retirement shall be deducted from his/her paid sick bank. Provided, however, that this deduction from the above paid sick bank will not occur for days used while the employee is actually in a hospital or recuperating, under doctor's orders, from such hospitalization, or under doctor's orders recuperating from an accident or illness requiring three (3) or more days.

Section 6. Whenever a member is absent due to illness more frequently than five (5) days in a fiscal year, unless good cause is shown as to why such usage is justified, such employee may be required to provide medical certification as to all future sick leave absences for the remainder of said fiscal year.

ARTICLE XXXIV - PERSONAL DAYS

Section 1. 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 2. Effective July 1, 1985, members of this unit shall receive one (1) additional personal leave day per fiscal year for services rendered to prepare for scheduled work shift.

ARTICLE XXXV - BEREAVEMENT LEAVE

Section 1. 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 child or stepchild. In the case of stepparents, of either employee or spouse, he/she will be allowed a one time option of three (3) working days off including the shift when the bereavement occurs.

Section 2. 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.

ARTICLE XXXVI - LUNCH TIME

Each employee shall receive forty-five (45) minutes paid lunch period.

ARTICLE XXXVII - UNION LEAVE

The Executive Committee members of the Association shall be permitted a total of six (6) days off per year for Association business.

ARTICLE XXXVIII - PROMOTIONAL EXAMS

Section 1. The rules regarding promotional examinations for ranks above Inspectors shall be the same as the rules that were followed by the Allen Park Fire and Police Civil Service Commission that were in effect as of July 1, 1974, except as modified below.

Section 2. In all examinations, the written portion shall constitute sixty (60%) percent of the examination, while the oral examination shall constitute forty (40%) percent of the examination.

Section 3. The examination shall consist of the written and oral portions and the combined scores shall average seventy (70%) percent for a passing grade.

Section 4. A maximum of three (3) points can be added to the score by the Civil Service Commission to be determined by a review of the employee's performance reports.

Section 5. One (1) point shall be added for each citation received in the line of duty.

Section 6. One-twelfth (1/12) point for each calendar month of service over five (5) years of service shall then be added to each individual's examination score.

Section 7. One (1) point shall be added for military service.

Section 8. Passing members shall be ranked on the eligibility list according to their total points.

ARTICLE XXXIX - PERMANENT SHIFTS

Section 1. The parties agree to institute permanent shifts for Inspectors in place of the rotating shifts.

Section 2. The four (4) Inspectors will be assigned to be in charge of the permanent shifts as follows: The day shift, afternoon shift, midnight shift on the road patrol and day shift in the Detective Bureau.

Section 3. The days off in the shifts are as follows: The day shift and Detective Bureau Inspector will be assigned on Monday through Friday with normal days off of Saturday and Sunday.

Section 4. The afternoon shift and midnight shift Inspectors will be assigned to permanent shifts and follow the same schedule of days on and off as they currently are following.

Section 5. Shifts will be picked by seniority every six months on April 1st and October 1st or when a vacancy occurs. The Inspector shall have the first (1st) right to select his/her leave, furlough and other days off. The Inspector shall ensure that the Lieutenant and Sergeant have the opportunity to select at least one (1) weekend every 28 day cycle. On those instances where both the Lieutenant and the Sergeant are scheduled off on leave days or furlough, the Inspector shall schedule himself/herself to work. It is understood that a weekend include Fri-Sat or Sat-Sun or Sun-Mon.

ARTICLE XL - WAGES

Section 1. Effective July 1, 1988, the employees will be paid at a rate per the following schedule based on a senior police officer's rate: starting rate 120%; 6 months rate, 122%; 1 year rate, 124%; 2 year rate, 125%.

Section 2. Effective July 1, 1989, the employee will be paid at a rate per the following schedule based on a senior police officer's rate: starting rate, 120%; 6 month rate 122%; 1 year rate, 124%; 2 year rate, 126%.

Section 3. Effective July 1, 1990, the employees will be paid at a rate per the following schedule based on a senior police officer's rate: starting rate, 120%; 6 month rate, 122%; 1 year rate, 124%; 2 year rate, 127%.

Section 4. Payroll checks will be given out after midnight on Wednesdays.

ARTICLE XLI SOFT BODY ARMOR

The City shall provide soft body armor in accordance with the following provisions:

A. The soft body armor to be provided will be Point Bank 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 as a result of normal wear and tear or other damage incurred in the he 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 waiver releasing the City from any liability based upon said officers'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 said 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 a liaison officer or range officer, 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 accepted the vest

X = officer's payment to the City

ARTICLE XLII **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 XLIII - 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. No self-incriminating communication, statements, or reports made by an employee in the pursuance of his/her duties shall be introduced at a hearing.

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 XLIV GUN ALLOWANCE

Effective August of 1992, all employees shall receive a gun allowance of \$365 each year, to be paid the first week of August. Employees may be required by the City to carry a weapon while off duty.

ARTICLE XLV RESIDENCY

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 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 be subject to forfeiture of their gun allowance.

ARTICLE XLVI - DURATION


This Agreement shall continue in full force up to and including June 30, 1994. This Agreement shall continue in effect for successive yearly periods after June 30, 1994, unless notice is given in writing by either the Union or the City at least sixty (60) days prior to June 30, 1994, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

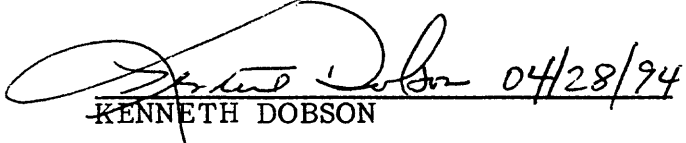
NOTE: All other terms and conditions of the contract to be carried forward.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 10th day of May, 1994.

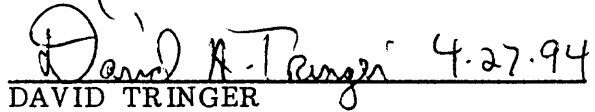
BY THE CITY OF ALLEN PARK

**BY THE COMMAND OFFICERS
ASSOCIATION OF MICHIGAN**


GERALD N. RICHARDS, MAYOR

 04/28/94
KENNETH DOBSON

 5-16-94
BERNICE WEISS, CITY CLERK

 4-27-94
DAVID TRINGER

 04/27/94
LEO TIEPPO

 4-27-94
DAVID TORO