

1451

6/30/93

LABOR AGREEMENT

between

CITY OF HAZEL PARK

and

THE HAZEL PARK POLICE OFFICERS

Labor Council, Michigan Fraternal Order of Police - Patrolmen

Term of Agreement - Three (3) Years

July 1, 1990 through June 30, 1993

*Hazel Park, City of*

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Agreement Between  
THE CITY OF HAZEL PARK  
and  
THE HAZEL PARK POLICE OFFICERS  
Fraternal Order of Police - Patrol Officers

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This Agreement entered into this 24<sup>TH</sup> day of MAY, 1991 between the City of Hazel Park, a Municipal Corporation, hereinafter referred to as the "City" or "Employer", and the Hazel Park Police Officers, Labor Council, Michigan Fraternal Order of Police, hereinafter referred to as "Employee" or "Local Union", for the purpose of achieving efficiency and the promotion of harmonious relations between the parties.

ARTICLE 1

RECOGNITION

Section 1. Employees Covered. Pursuant to and in accordance with all the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the City of Hazel Park does hereby recognize the Hazel Park Police Officers, Labor Council Michigan Fraternal Order of Police, as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all Patrol Officers, excluding the Command Officers of the Department.

Section 2. Other Agreements. The Employer will not aid, promote, nor finance any labor group organization which purports to engage in collective bargaining or make any agreement with any other such group or organization for the purpose of undermining the Hazel Park Police Officers, Labor Council Michigan Fraternal Order of Police.

Section 3. Union Security and Check-Off.

- a. The Employer agrees to deduct membership dues each month from the pay of those Employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all Employees shall be remitted together with an itemized statement to the Treasurer by the 15th of the (current-succeeding) month, after such deductions are made. This authorization shall be irrevocable during the term of this Agreement.

b. Authorization for Payroll Deduction.

I hereby request and authorize to be deducted from my wages earned while in your employ, a labor representation fee of \$\_\_\_\_\_ per month. If any additional deductions are to be made, it must be authorized by the President/Treasurer or duly elected representative of the bargaining unit.

The amount deducted for the labor fee shall be paid by the 10th of each month to the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, 667 East Big Beaver, Suite 205, Troy, MI 48083.

|                        |            |                |     |
|------------------------|------------|----------------|-----|
| (Print) Last Name      | First Name | Middle Initial |     |
| Address                | City       | State          | Zip |
| Social Security Number | SIGNATURE  | Date           |     |

- c. Union Security Clause. Each Employee who, on the effective date of this Agreement is a member of the Union, shall, as a condition of employment, maintain his membership in the Union. Each Employee hired on or after the execution of this Agreement, shall, as a condition of employment, become a member of the Union 180 days after his hiring date or the effective date of this Agreement, whichever is later, and maintain membership in the Union. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt or written notice to the Employer from the Union.
- d. Exception to the above condition, however, shall recognize that any Employee may exercise their choice of the following alternate condition. In lieu of Union Membership, any Employee shall pay to the Union, a monthly service charge equal to the current monthly dues assessment. This contribution is to be construed as a donation toward the administrative cost of the Agreement. Employees who fail to comply with this condition shall be discharged within thirty (30) days after receipt of written notice of such default delivered to the Employer by the Union. Provided, however, that this requirement as to Employees applies only to those Employees within the classifications noted in Article One. This shall not apply to Police Officers employed on or before the date of this Contract.



## ARTICLE 2

### UNION ACTIVITIES

Section 1. In general, the Employees of the Hazel Park Police Department shall have the right to join Labor Council, Michigan Fraternal Order of Police, and to engage in lawful, concerted activities for the purpose of collective bargaining, or their mutual aid and protection or to express or communicate any view through the grievance procedure herein established, free from any and all restraint, coercion, discrimination, or reprisal by the City of Hazel Park.

Section 2. Release Time. Officers and other representatives of the Local Union may be afforded a reasonable time without loss of pay to pursue the enforcement of this Agreement by the processing of grievances with approval of the Command Officer.

Section 3. Bulletin Boards. The Local Union shall be provided a suitable bulletin board in the Police Squad Room for the posting of Local Union notices or other materials. No materials of a vulgar, profane or derogatory nature shall be posted thereon nor will any notices posted on the Department bulletin board be removed or defaced.

Section 4. Meeting. The Local Union may schedule meetings in the Police Department Squad Room provided such meetings are not destructive of the duties of the Employees or the efficient operation of the Department, provided said meetings are approved in advance by the Police Chief, subject to veto by the City manager, for just reason.

Section 5. The Local Union shall be represented in all negotiations by their representatives who will be selected in accordance with the rules of the Local Union. The Local Union will furnish the City with names of its authorized representatives, members of its Grievance Committee and such changes that may occur from time to time in such personnel so that the city at all times may be advised as to the authority of the individual representatives of the Local Union with which it may be dealing. The City will in turn through its City Manager, keep the Local Union advised as to its representatives and any changes thereto.

Section 6. Under no circumstances during the term of this contract will the Local Union cause or authorize or permit its members to cause nor will any member of the bargaining unit take part in any strike, sitdown, stay-in, or slowdown, at any location or on property of the City or any curtailment of work or restriction of production or interference with the operations of the City, during the term of this Agreement. In the event of a work stoppage during the term of this contract, or other curtailment of Police Service, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment, until same has ceased.

Section 7. In the event of a work stoppage, or other curtailment during the term of this Agreement, the Local Union shall immediately instruct the involved Employees in writing that their conduct is in violation of the Contract and they shall instruct all such persons to immediately cease the offending conduct.

### ARTICLE 3

#### MANAGEMENT RESPONSIBILITIES

Section 1. It is recognized that the administration of the City, the control of its properties and the maintenance of order and efficiency are solely the responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized, prominent among which, but by no means wholly exclusive are:

The rights to assign personnel, to establish appearance and performance standards, to regulate conduct and work procedures, the maintenance and repair of equipment, the amount of supervision required, the machinery and equipment necessary to perform the police function; except as may be otherwise limited by this Agreement.

Section 2. It is further recognized that it is the responsibility of the City for the selection and direction of the work forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer, to determine the amount of overtime that will be worked, subject to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth and the provisions of Public Act 78 of 1935, as amended; further, it is recognized that the City shall have the exclusive right to determine work schedules and the right to select materials and to purchase the services of others, contract or otherwise.

### ARTICLE 4

#### SENIORITY

Section 1. Seniority shall be applied on a Department-wide basis in accordance with Employee's first day of employment.

Section 2. Probationary Employees. New Employees of the City of Hazel Park Police Department shall be considered as probationary Employees for one (1) year following their completion of the statutorily required training period. As an Employee finishes the probationary period, he shall be entered on the seniority list of the Police Department and shall rank on seniority from his date of hire. There shall be no seniority among probationary Employees.

Section 3. The Local Union shall represent probationary Employees for the purpose of collective bargaining with respect to rates of pay, wages, and hours of employment except discharge or discipline of Employees, other than collective activities as permitted by Public Act 379 of 1965, as amended.

Section 4. The Seniority list of all Employees shall be furnished to the Local Union by the City once a year.

## ARTICLE 5

### HOURS OF EMPLOYMENT

Section 1. Each pay period shall consist of fourteen (14) consecutive days. During each pay period, Employees shall work an average of ten (10) days and be granted an average of four (4) days off. Because of the use of the progressive schedule, exact hours within pay periods shall vary.

Section 2. Trading of Days. Subject to the approval of the Shift Lieutenant or Sergeant, Employees shall be permitted to voluntarily trade work or leave days on a limited basis, not to exceed forty (40) days per year regardless of who initiates the trade. A trade will not be allowed if it would necessitate payment of overtime due to operation of law or other provision of this Agreement. An exchange of work detail prior to the first of the month shall not be considered a trading of days under this Section. If time owed is repaid during the same Fiscal Year as the original exchange, the repayment will not be counted as a trade of days.

Section 3. Work schedules shall be posted ten (10) days prior to shift change clearly indicating work days and off days for each Employee. As of the first day of the month, the schedule shall not be changed unless the change is mutually agreed upon by the Employees and Management. If an employee becomes disabled and restricted to light duty, he may be reassigned to accommodate his current duty status. No change shall be demanded by the Employee which would necessitate the payment of overtime due to operation of law or other provisions of this Agreement.

Section 4. The City and Union shall form a committee to review future changes. Current practice shall remain as is until the combined committee mutually agrees to a change.

## ARTICLE 6

### HEALTH PLAN

#### MEDICAL COVERAGE

Section 1. The City of Hazel Park will provide Blue Cross (or equal) coverage for all full-time Employees and their families

for so long as the Employee remains on the rolls of the City as an Employee. Such Employees will have the option to choose either of the following coverages:

Revised Traditional Blue Cross. Comprehensive Hospital, D45NM, CC/CLC, MVF-1, ML, Predetermination, SAT-2, SOT-PE, GLE-1, Master Medical Option IV, \$3.00 Prescription Drugs, PD-MAC, Complementary Option - Exact Fill, DC. As set forth in Appendix A.

Blue Preferred Physician (P.P.O. Plan). Comprehensive Hospital, D45NM, CC/CLC, MVF-1, ML, TRUST 15, PLUS-15, SAT 2, SOT-PE, GLE-1, Master Medical Option IV, MMC-POV, \$2.00 Prescription Drugs, PD-MAC, APDBP, DC

Coverage will also be provided for all retirees, and their families, retiring after August of 1979, and surviving spouse after the death of retiree, until she/he dies or remarries. This coverage will be Traditional Blue Cross (or equal) coverage MVF-2 semi-private with D45N rider MM4-P.D.P. Drug option. The differences between traditional Blue Cross, Revised Blue Cross and the P.P.O. Plan are set forth in Appendix C.

Blue Cross defines the family to include the Employee, the Employee's spouse, and children through the calendar year in which they reach their nineteenth (19th) birthday. Employees may at their option, and at their own expense, provide protection for other dependents such as parents, blood relatives, members of their household, and for children over nineteen (19) years of age.

#### DENTAL COVERAGE

Section 1. During the term of this Agreement, the City of Hazel Park will provide Dental Care Coverage under the Delta Dental 50/50 (or equal) payment plan for all full-time Employees and their families, for so long as the Employee remains on the payroll. The Delta Dental 50/50 Co-Payment Plan shall include the following schedule of services:

|           |   |                        |
|-----------|---|------------------------|
| Class I   | - | Basic Benefits         |
| Class II  | - | Prosthodontic Benefits |
| Class III | - | Orthodontic Benefits   |

One thousand dollars (\$1,000.00) shall be the maximum combined Class I and Class II benefit per member per contract year. One thousand dollars (\$1,000.00) shall be the lifetime maximum Class III benefit per member.

Section 2. The City contribution for this coverage will be 100% of the cost of such coverage.



## OPTICAL COVERAGE

Section 1. The City of Hazel Park shall provide Optical Care Coverage under the Co-Op Optical No Co-Payment Plan for all full-time Employees and their families for so long as the Employee remains on the payroll. The City of Hazel Park will assume 100% of the cost of such coverage.

Section 2. Effective as soon as possible after the execution of this contract, the City shall provide optical coverage under the Co-Op Optical Plan IV (or equal) for each full-time Employee, spouse and children up to nineteen (19) years of age plus dependent students up to age twenty-five (25).

The benefits are as follows:

- a. Annual Eye Exams
- b. Annual lenses and frames
- c. Frames included up to \$30.00
- d. #1 Rose indoor tint
- e. Bifocals through a D-28
- f. Kryptok, D-Seg or executive Bifocals
- g. Lenses - either glass or plastic
- h. Contract allowance: \$50.00 toward hard or soft contact lenses

## INSURANCE PLANS

Section 1. It is agreed that the City has the option to change from the existing hospitalization, dental and optical plan to self-funded plans or other plans if the coverage is comparable or better.

## ARTICLE 7

### WORKER'S COMPENSATION

Section 1. Provision of the Worker's Compensation Act in the State of Michigan shall apply to all accidents and injuries of the Employee in the line of Duty.

Section 2. In case of injury to a regular full-time Employee during the performance of his regular duties, resulting in temporary physical disability to the extent that he is unable to resume his regular duties, he shall be entitled to his regular pay. The first seven (7) days of such absence shall be paid by the City but shall

not be charged against the Employee's accrued sick time. After the first seven (7) days, the Employee will continue to receive his regular pay, but the difference between Workers's Compensation and his regular pay shall be charged against his accrued sick time, upon the expiration of which the City shall terminate full pay, however, the Employee may be eligible for extended duty related disability coverage as defined in subsequent sections. Upon his return to full-time employment, the amount of sick time which has been charged against the Employee during his absence shall be restored to his credit provided that the Employee can justify by the statement of a competent physician the fact that this absence was due solely to a job-connected injury, and provided further, that in the event of an alleged recurrence of the disability once having returned to full-time employment, said competent physician will provide a statement that the recurrence of the disability is due solely to the original job-connected injury and the Employee will be entitled only that portion of the Sick Leave days which were not used during the first absence.

Section 3. Extended duty related disability coverage shall provide an eligible Employee with 75% of his base salary for a maximum of six (6) calendar months calculated from the date when the Employee had exhausted benefits provided under Section 2 above. All sources shall be taken into account.

Section 4. Eligibility for extended disability benefits shall depend upon a clear showing by competent medical evidence that such extended disability leave is necessary. The burden shall be on the Employee to request extended benefits and to provide the medical evidence to justify the grant of such request. In the event the City and the Employee do not agree, based upon the medical evidence presented by the Employee, the City may require the Employee to be examined by a physician of its choice and his findings and opinion shall be entitled to equal weight.

Section 5. Furthermore, in the event of recurrence of the same disability, the Employer is entitled only to the balance of extended duty-related disability, if less than six (6) calendar months were used during the first absence.

Section 6. No employee will be entitled to compensation insurance during the periods of convalescence from injuries received in the regular performance of his duties in addition to his regular compensation, except any compensation gained from an compensation insurance that the Employee engages into privately. Any compensation due an Employee of the City under the provisions of the City Compensation Insurance policy during the convalescence period in which he is being paid his regular compensation, or 75% of the same by the City, shall be endorsed and paid to the City Treasurer and will be credited and paid to the City.



ARTICLE 8

LIFE INSURANCE

Section 1. Employees shall be provided a \$40,000 life, accidental death and dismemberment policy, the full cost of which shall be paid by the City. The insurance shall continue so long as the Employee remains on the payroll.

ARTICLE 9

HOLIDAYS & HOLIDAY PAY

Section 1. Employees shall be paid for the following full day holidays:

CONTRACT YEARS

1990-1991  
1991-1992  
1992-1993

|                       |                     |
|-----------------------|---------------------|
| New Year's Eve        | Independence Day    |
| New Year's Day        | Labor Day           |
| Lincoln's Birthday    | Veteran's Day       |
| Washington's Birthday | Thanksgiving Day    |
| Good Friday           | Christmas Eve       |
| Easter                | Christmas Day       |
| Memorial Day          | Employee's Birthday |

Section 2. Each Employee shall receive in the check covering the pay period in which the Holiday falls, a sum equal to eight (8) hours pay for the Holiday. the Employee's Hourly pay will be computed by dividing his Base Salary by:

1990 - 1991 - 2080 hours  
1991 - 1992 - 2096 hours  
1992 - 1993 - 2088 hours

ARTICLE 10

PERSONAL LEAVE DAY

Section 1. Each employee will receive four (4) Personal Leave Days per year. Personal Leave Days are not charged to sick time, which may be used for personal reasons, but may not be accumulated from one year to the next.

Section 2. An Employee is required to give at least five (5) days written notice of his desire to take this Personal Day off. If the Employee is unable to give five (5) days notice, this shall be taken into consideration in granting approval of this request.

Section 3. Personal Leave Days may be taken off in one (1) hour increments and approved by the Shift Commander at the individual officer's risk. The Employee will be docked if they do not have time coming.

ARTICLE 11

VACATIONS

Section 1. All Employees shall be eligible for vacations with pay, except during probationary periods. Such vacations shall be arranged by the Chief of Police, and the choice of the time as far as possible, will be granted according to their seniority.

Section 2. Vacation time will be based on the following schedule:

|                    |           |
|--------------------|-----------|
| 1-5 years          | - 12 days |
| 6 years            | - 13 days |
| 7 years            | - 14 days |
| 8 years            | - 15 days |
| 9 years            | - 16 days |
| 10 years           | - 17 days |
| 11 years           | - 18 days |
| 12 years           | - 19 days |
| 13 years           | - 20 days |
| 14 years           | - 21 days |
| 15 years           | - 22 days |
| 16 years           | - 23 days |
| 17 years           | - 24 days |
| 18 years           | - 25 days |
| 19 years           | - 26 days |
| 20 years           | - 27 days |
| 21 years           | - 28 days |
| 22 years           | - 29 days |
| 23 years           | - 30 days |
| 24 years           | - 31 days |
| 25 years and above | - 32 days |

Section 3. The City shall determine the number of officers who will be permitted to be on furlough at any given time.

Section 4. Officers should use their Vacation Days annually, but under no circumstances will they be permitted to accumulate more than the number of days due them during a two (2) year period.

Section 5. Vacation Days may be taken off in one (1) hour increments and approved by the Shift Commander at the individual officer's risk. Employees will be docked if they do not have the time coming.

Section 6. In the event that a bargaining unit member requests a vacation day and no other bargaining unit member assigned to that officer's shift is scheduled on vacation that date, the request will not be denied.

ARTICLE 12

LONGEVITY PAY

Section 1. All non-resident Employees covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, by December 15th, longevity pay according to the following schedule:

|                                 |      |  |
|---------------------------------|------|--|
| 5 years but less than 10 years  | - 2% | of base salary, overtime & holiday pay |
| 10 years but less than 15 years | - 4% | of base salary, overtime & holiday pay |
| 15 years but less than 20 years | - 6% | of base salary, overtime & holiday pay |
| 20 years but less than 25 years | - 8% | of base salary, overtime & holiday pay |
| 25 years and over               | -10% | of base salary, overtime & holiday pay |

Section 2. All resident Employees covered by this Agreement who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, pursuant to Ordinance No. 533, by December 15th, longevity pay according to the following schedule:

|                                 |      |  |
|---------------------------------|------|--|
| 5 years but less than 10 years  | - 3% | of base salary, overtime & holiday pay |
| 10 years but less than 15 years | - 5% | of base salary, overtime & holiday pay |
| 15 years but less than 20 years | - 7% | of base salary, overtime & holiday pay |
| 20 years but less than 25 years | - 9% | of base salary, overtime & holiday pay |
| 25 years and over               | -11% | of base salary, overtime & holiday pay |

Section 3. All Employees regardless of residency hired on or after July 1, 1988, who have completed five (5) or more years of service on a full-time basis as of December 1st of any calendar year shall be paid, inclusive of any Ordinance No. 533 monies, by December 15th, longevity pay according to the following schedule:

|                                 |      |  |
|---------------------------------|------|--|
| 5 years but less than 10 years  | - 2% | of base salary, overtime & holiday pay |
| 10 years but less than 15 years | - 4% | of base salary, overtime & holiday pay |

15 years but less than 20 years - 6% of base salary, overtime & holiday pay  
20 years but less than 25 years - 8% of base salary, overtime & holiday pay

Section 4. The City resident schedule shall apply only when an Employee is a resident of the City of Hazel Park on December 1st. There will be no proration when an Employee was a City resident for part of the year but no longer resides in Hazel Park on December 1st.

### ARTICLE 13

#### OVERTIME

Section 1. Overtime shall be defined as time spent on duty by an Officer other than his normal work day when he is called in by the Officer in charge, required to work beyond his normal schedules termination time, or is required to attend training other than during scheduled work time, or court functions, both civil and criminal, which arise as a result of his official police duties.

Section 2. There will be no payment whatsoever for Civil Service Commission Hearings, grievance arbitrations, or other proceedings relating to a labor dispute.

Section 3. Overtime shall be paid at a rate of time-and-one-half an Employee's hourly rate as defined below.

Section 4. Employees shall receive a minimum of two (2) hours for each court appearance except:

- a. When the court time is less than two (2) hours prior to the beginning of his tour of duty, or
- b. When the time immediately follows his tour of duty.

Section 5. Employees who are called onto duty during their off-duty hours shall receive a minimum of two (2) hours except when their reporting time is less than two (2) hours prior to the beginning of their tour of duty; in the latter case, they shall receive credit for the exact time worked.

Section 6. During the term of this Agreement, the Employees hourly rate shall be determined by dividing the base salary by:

|         |   |            |
|---------|---|------------|
| 1990-91 | - | 2080 hours |
| 1991-92 | - | 2096 hours |
| 1991-93 | - | 2088 hours |

Section 7. Overtime shall be granted in increments of fifteen (15) minute periods of work beyond the termination time. The following table shall be used to compute each hour of overtime:

|                 |   |          |
|-----------------|---|----------|
| 1 - 15 minutes  | - | .25 hour |
| 16 - 30 minutes | - | .50 hour |
| 31 - 45 minutes | - | .75 hour |
| 46 - 60 minutes | - | 1.0 hour |

Section 8. Overtime shall be paid on each payroll.

Section 9. The following procedures shall be followed when overtime is to be assigned:

- a. The City retains the sole right to determine the need for overtime.
- b. Whenever possible, officers shall not be given overtime assignments which cause them to work in excess of twelve (12) consecutive hours (including regular duty of hours).
- c. If an Officer calls in sick prior to the beginning of his shift (or the shift is shorthanded for any other unanticipated reason):
  1. The Shift Commander shall retain the required manpower from the shift on duty to work an additional four (4) hours. The overtime shall be offered to Officers according to their seniority; all except the lowest seniority person(s) available will have the right to refuse the overtime.
  2. The Shift Commander shall then contact persons scheduled for work on the following shift, based upon seniority, offering them four (4) hours overtime prior to their regular tour of duty. All persons shall have the right to refuse except for the lowest seniority Officer(s).
- d. If an Officer(s) becomes ill or is injured while on duty, (or added manpower is needed), and the Shift Commander believes that a replacement(s) must be sought:
  1. If there are MORE THAN FOUR (4) HOURS remaining to be worked, the Commander shall contact off-duty members of his own shift according to seniority, offering them the overtime opportunity. If no one accepts it, he shall call the other members of the Department according to their seniority. The lowest seniority man must accept the overtime work.
  2. If there are FOUR (4) HOURS OR LESS remaining to be worked, the Commander shall contact Officers scheduled to work the following shift according to their seniority, and offer them the overtime opportunity. The lowest seniority man available on that shift must accept.



- e. If sufficient manpower is scheduled for a shift and the Chief, or his representative is aware of it sufficiently in advance, the overtime shall be posted on the bulletin board and the highest seniority person desiring it may claim it. Closing time for selection shall be 48 hours in advance of the overtime, if possible.
- f. In the event of an emergency requiring as much manpower as can be immediately summoned in the opinion of the Officer in command, Officers shall be contacted in any order and must report for duty immediately.
- g. Any overtime not covered in the aforementioned procedure shall be granted by the Shift Commander based upon seniority of the men available. It is understood that in the event special qualifications and/or training is needed to perform an overtime assignment or in the event immediate response time is imperative, (i.e. breathalyzer operation), seniority may be a secondary consideration. Seniority within specially trained groups of Officers will be followed.

Section 10. This Article shall be reviewed and may be upon mutual agreement revised by a subcommittee comprised of two representatives of the Union, the Chief of Police or his designee and the Scheduling Officer.

#### ARTICLE 14

##### DEPARTMENTAL RULES

Section 1. The rules and regulations, general orders, and special orders, as revised, presently in effect as of the date of this Agreement, and not in conflict with this Agreement, are adopted hereby and incorporated herewith.

#### ARTICLE 15

##### CIVIL SERVICE RULES

Section 1. It is recognized that there is a Civil Service Commission that has been established in the City of Hazel Park pursuant to and in accordance with Act 78 of the Public Acts of 1935 amended. In conformity with the Act, the Commission has adopted certain rules and regulations which may be revised. It is agreed that those rules not in conflict with this Agreement are hereby recognized.



## ARTICLE 16

### GRIEVANCE PROCEDURE

Section 1. Every effort shall be made to adjust disagreements between the parties in an amicable manner. Therefore, it is agreed that all grievances, disputes, or complaints arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided.

Section 2. The Local Union shall create a Grievance Committee composed of the four (4) elected officers of the Union. Their names shall be provided by the Union to the City at the time of their election or appointment.

Section 3. Neither the Union members nor its officers shall conduct Union business during their working hours except as otherwise provided in Article Two, Section 2.

Section 4. Grievance Representatives appointed in accordance with the provisions of Section 2 above, may be allowed to investigate and process grievance during working time without loss of pay, provided that there is sufficient manpower to cope with the existing workload in the opinion of supervisory officers.

Section 5. Any grievance or dispute which may arise between the parties under the terms of this Contract shall be settled in the following manner:

Step 1. Any Employee having a grievance shall first take up the matter with his immediate Supervisor and his union representative within thirty (30) days of the date upon which the grievable matter occurred. The supervisor shall attempt to adjust the matter and shall respond to the union representative or employee within five (5) working days, excluding Saturdays, Sundays, or holidays.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union Representative or the Union Grievance Committee to the Chief of Police within five (5) working days, excluding Saturdays, Sundays or Holidays, after the Supervisor's response is due. The Chief of Police shall respond to the Union Representative or Grievance Committee in writing within five (5) working days, excluding Saturdays, Sundays or Holidays.

Step 3. If the grievance remains unsettled, or if the Chief of Police has not responded within five (5) working days, excluding Saturdays, Sundays or holidays, the grievance shall be presented by the union representative or the Grievance Committee to the City Manager within five (5) working days, excluding Saturdays, Sundays, or holidays. The City Manager

shall review the matter and shall respond to the party submitting the grievance within five (5) working days, excluding Saturdays, Sundays and holidays.

Step 4. If the grievance remains unsettled, or if the City manager fails to respond within the time limits provided in Step 2 above, either party may, within fifteen (15) days after the City Manager's response or failure to respond, by written notice to the other, request that the matter be submitted to arbitration through the American Arbitration Association or the Federal Mediation and Conciliation Services. The arbitration proceeding shall be limited specifically to the issue in question and shall be further limited solely to the interpretation and application of this Agreement. An arbitrator shall be selected from the panel presented by the American Arbitration Association by the alternative striking of names by the parties. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The arbitrator shall not rule on anything unless it has been specifically brought before him. The arbitrator's decision shall be final and binding on all parties.

Section 6. The claim of any employee that he has been unjustly discharged or otherwise disciplined shall be processed as a grievance. The employee shall have the option, after Step Two, of either electing an Act 78 Civil Service Hearing or, with the consent and at the request of the Association, electing to proceed to arbitration under Step Three.

Section 7. If a dispute arises between the City and the Local Union as to whether a particular grievance is within the sole jurisdiction of the Civil Service Commission, or is properly the subject matter of the grievance procedure, either party may apply to the Oakland Circuit Court for a Declaratory Judgment, which Judgment shall limit itself to determination as to the proper jurisdiction.

## ARTICLE 17

### SICK LEAVE

Section 1. Sick leave with pay must be earned before it can be taken. No Employee shall be eligible for Sick Leave during his probationary period of employment. A regular full-time Employee may be allowed Sick Leave in the amount of twelve (12) working days per year, which will be accumulated at the rate of one (1) day per month for each completed month of service. The minimum time allowed an Employee for Sick Leave shall be in one (1) hour increments.

Section 2. Sick Leave shall be defined as an authorized absence from duty with pay by reason of the illness of the Employee or members of his immediate family, or other justifiable absence in the judgement of the Chief of Police and the City Manager. The immediate family will be the Employee's spouse, child, mother, father, sister, brother, parent-in-law, or other relative in the Employee's household. Absence from duty for such reasons it duly granted by the City Manager, shall be considered and known as Sick Leave.

Section 3. Unused sick time may be accumulated. Employees hired before July 1, 1988 may accumulate up to 100 days of unused sick time. Employees hired after July 1, 1988, may accumulate up to 80 days of unused sick time. On the first of June each year, sick time accumulation in excess of these amounts may be converted to salary at one-half (1/2) the Employee's regular rate of salary, or may be converted to vacation time at the rate of one (1) vacation day for each day of sick time beyond 100 or 80 days. Such time is then to be known as Vacation/Sick Time. Vacation/Sick Time (V/S) may be accumulated to a maximum of twenty-four (24) days. Whatever accumulated V/S time exceeds twenty-four (24) days on the first of June, all excess days will automatically be converted to salary at one-half (1/2) salary rate.

Section 4. The Employee will be responsible for notifying the City if he wishes to exercise the pay option prior to the first pay in June of each Fiscal Year.

Section 5. Sick Leave shall be considered for all purposes as continuing service, but in the event of lay-off, retirement or voluntary resignation, one-half (1/2) of the unused accrued sick time (to a maximum of 100 days or 80 days, depending upon the date of hire), shall be paid in an amount not to exceed the one-half (1/2) of the maximum accumulation (i.e. 50 or 40 days). However, no payment shall be made when the Employee is dismissed for just cause.

Section 6. A certificate from a reputable physician or from the Health Department may be required as evidence of the illness before compensation for the period of illness is allowed. After all Sick Leave is used, if the Employee so elects, vacation time may be used as Sick Leave and regular payments made therefore to the extent of the vacation time to which the Employee is entitled. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an Employee shall be discontinued until he returns to work.

Section 7. Sick Leave may not be granted in anticipation of future service. Sick Leave may be allowed in case of illness or injury occurring during vacation period. Evidence of such incapacity from that first day must, however, be provided to the satisfaction of the Chief of Police and the City Manager.

Section 8. Additional Sick Leave shall be granted for each full year of service as herein defined, or five (5) eight (8) hour service days, for prior service after the incorporation of Hazel Park as a City, and for each year of service after July 1, 1951, but not to exceed a total of 100 days. Such Sick Leave shall be known as RESERVE Sick Leave and shall be granted on the basis of length of service free from any interruption. Any continuous absences in excess of four (4) years shall be deemed to terminate any right occurring under the provisions of this subsection. This RESERVE Sick Leave is to be in addition to, but not a part of CURRENT Sick Leave as herein otherwise provided. It is to be used ONLY for long periods of illness of the Employee after all CURRENT Sick Leave has been used, and then by written request of the City Manager, who may grant or refuse same for substantial reasons. RESERVE Sick Time will not be granted or requested for duty-related disability.

#### ARTICLE 18

##### FUNERAL LEAVE

Section 1. Employees will be granted a maximum of three (3) days leave without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparents, spouse's grandparents or other relative in the Employee's household when the funeral is held within a three hundred (300) mile radius of the City of Hazel Park.

Section 2. Employees will be granted a maximum of five (5) days without charge to attend the funeral of their mother, father, sister, brother, parent-in-law, grandparent, spouse's grandparents or other relative in the Employee's household when the funeral is held outside of a three hundred (300) mile radius of the City of Hazel Park, or for the funeral of the Employee's spouse or child, regardless of distance.

#### ARTICLE 19

##### UNIFORMS & CLEANING

Section 1. Each uniformed member of the Police Department shall be entitled to an annual uniform allowance and an annual cleaning allowance. Said sum will be paid quarterly.

|                            |                          |
|----------------------------|--------------------------|
| Annually, Effective 7-1-90 | Uniforms - \$393.75/year |
|                            | Cleaning - \$200.00/year |

Section 2. Uniform Changes. A Committee consisting of two (2) members of the Union, and two (2) Command Officers shall be set up to decide on uniform changes. Any decision by this Committee will be subject to veto by the Police Chief, but the Union will have the opportunity to appeal his decision to the City Council.



Section 3. In the event the City or Department chooses to change the current uniform, the City will assume the full cost of the change. The change will not be charged to the Officers in any way.

## ARTICLE 20

### EDUCATIONAL BENEFITS

Section 1. If an Employee pursues a course of study in the science of law enforcement at an accredited school, the City will provide such Employee with the following educational benefits:

There shall be no reimbursement for tuition or other costs of pursuing an education. Instead, an annual premium for Employees who have attained a degree shall be paid according to the following schedule:

|                         |                     |
|-------------------------|---------------------|
| AA Degree (or 60 hours) | \$ 400.00 annually  |
| BA/BS Degree            | \$ 750.00 annually  |
| MA/MS Degree            | \$1,000.00 annually |

Section 2. The annual premium shall be prorated on a biweekly basis and such payments will commence from the date on which the degree is attained.

## ARTICLE 21

### SHIFT PREMIUM

Section 1. The City will pay a shift premium, prorated after January 1st of each year, to Employees who are assigned to the afternoon and/or midnight shifts (termed inconvenient shifts) during a minimum of 50% if their regular duty time throughout the year as follows:

1990 through 1993 - \$250.00 per year

Section 2. Payment to be made at the first pay period after June 30th of each year.

## ARTICLE 22

### COMMAND RESPONSIBILITY

Section 1. A Patrolman who is required to assume and perform the duties of a Shift Commander for a period of one (1) or more continuous hours, shall receive the equivalent of Sergeant's pay for that period of time. This does not apply for lunch hour or command meetings when the Command Officer is still on duty, but not at the desk.

ARTICLE 23

WAGES

Section 1. Wages for Employees in the Patrol Unit for the period July 1, 1990 to July 1, 1991 shall be:

|                      |                 |                |                |
|----------------------|-----------------|----------------|----------------|
| <u>Starting Rate</u> | <u>6 Months</u> | <u>1 Year</u>  | <u>2 Years</u> |
| \$22,253             | \$24,388        | \$25,949       | \$27,609       |
| <u>3 Years</u>       | <u>4 Years</u>  | <u>5 Years</u> |                |
| \$29,376             | \$31,256        | \$34,533       |                |

Section 2. Wages for Employees in the Patrol Unit for the period from July 1, 1991 to July 1, 1992 shall be:

|                      |                 |                |                |
|----------------------|-----------------|----------------|----------------|
| <u>Starting Rate</u> | <u>6 Months</u> | <u>1 Year</u>  | <u>2 Years</u> |
| \$23,032             | \$25,242        | \$26,858       | \$28,576       |
| <u>3 Years</u>       | <u>4 Years</u>  | <u>5 Years</u> |                |
| \$30,405             | \$32,350        | \$35,742       |                |

Section 3. Wages for Employees in the Patrol Unit for the period From July 1, 1992 to July 1, 1993 shall be:

|                      |                 |                |                |
|----------------------|-----------------|----------------|----------------|
| <u>Starting Rate</u> | <u>6 Months</u> | <u>1 Year</u>  | <u>2 Years</u> |
| \$23,839             | \$26,126        | \$27,798       | \$29,576       |
| <u>3 Years</u>       | <u>4 Years</u>  | <u>5 Years</u> |                |
| \$31,469             | \$33,483        | \$36,994       |                |

ARTICLE 24

COST OF LIVING

The Employees under this Agreement shall receive a Cost of Living Allowance as set forth below:

Section 1. The Cost of Living Allowance shall be added to each Employee's straight time hourly earnings and will be adjusted up or down each three (3) months in line with the Cost of Living Allowance, determined in accordance with changes in the latest Official Consumers Price Index for Urban Wage Earners and Clerical Workers, United States City Average, published by the Bureau of Labor Statistics, United States Department of Labor (1967=100), and hereinafter referred to as the BLS Consumer Price Index. The City will have the right to change Index after January 1, 1982 if the Bureau of Labor Statistics promulgates a new Index.



Section 2. Effective with the first pay period beginning on or after September, 1984, and thereafter during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made quarterly at the following times:

| <u>Effective Date of Adjustment</u>   | <u>Based upon</u>   |
|---|---|
| First pay period beginning on or after October 1 of each Fiscal Year and at quarterly intervals thereafter during this Agreement. | BLS Consumer Price Index as of September of each Fiscal Year and at quarterly intervals thereafter. |

Section 3. COLA payments will be made in each pay period as they are earned and will be indicated separately from the base wages earned. There will be no roll-in COLA on either an hourly or an annual basis.

Section 4. In no event will a decline in the BLS Consumer Index, below the September, 1984 Index, provide the basis for a reduction in the wage rate.

Section 5. The amount of the Cost of Living Allowance shall be in accordance with an Index Table to be agreed to by and between parties hereto as established on receipt of the September, 1984 Index. There shall be a one cent (\$.01) per hour adjustment for each 0.4 change in the Index. The maximum per hour cost of living adjustment for each of the three (3) years of this Agreement shall be thirty cents (\$.30) per hour.

Section 6. The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime, vacation payment, holiday payments, and call-in pay.

Section 7. In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above, any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

Section 8: No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

Section 9. The parties of this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly BLS Consumer Price Index and in the event that the Bureau of Labor Statistics promulgates a new Index, the parties herein agree to adopt the new Index and calculate COLA adjustments based upon the new Index.

## ARTICLE 25

### VEHICLE SAFETY

Section 1. The City of Hazel Park shall provide patrol vehicles which shall be maintained in safe, operating condition.

Section 2. Each Officer shall be responsible to report any deficiencies to the Shift Commander on forms provided by the Department.

## ARTICLE 26

### HAT REGULATIONS

Section 1. Each Officer's hat is considered a part of the police uniform and must be in the officer's possession for required use while on duty.

Section 2. The wearing of hats shall be mandatory when Officers are on the following details and shall be strictly enforced:

- a. Officers shall wear their hats at all times when on Race Track detail.
- b. Officers shall wear their hats at all times while on or in a parade detail.
- c. Officers shall wear their hats at all times during a sporting event detail.
- d. Officers shall wear their hats while at all funeral assignments.
- e. Officers shall wear their hats while directing traffic.
- f. Officers shall wear their hats while on assigned foot patrol.

Section 3. If the Officers desire to wear their uniforms directly from home to work and back, he shall not be required to have his hat in his possession.

Section 4. Except as expressly listed above, hats will not be required to be worn by the Employee, but may be worn at the Employee's discretion.

ARTICLE 27

RETIREMENT PLAN MODIFICATION

Section 1. Section 2.08.060 of the Hazel Park Municipal Code which was amended effective October 1, 1979, as follows:

Straight Life Pension, Section 17 to be changed to reflect straight life pension equal to 2.50% of final average compensation times 30 years of service, maximum pension thereby would be increased to 75% of final average compensation.

shall remain in full force and effect during the term of this Agreement.

Section 2. Section 2.80.110 of the Hazel Park Municipal Code which was amended effective May 1, 1980, as follows:

Option under Section 20 to be changed to provide survivor's option to a maximum of 75% of the retiree's pension by a reduction of the retiree's pension of 5%.

shall remain in full force and effect during the term of this Agreement.

Section 3. A new Section to be known as Patrol Officers Annuited Pension Withdrawal shall be added to the Hazel Park Municipal Code, providing as follows:

ANNUITY WITHDRAWAL: Any member employed in the Patrol Officers Unit who retires on or after July 1, 1987, may elect or receive a refund of all or part of his accumulated contributions (including interest) standing to his credit in the Reserve for Member Contributions at the effective date of his retirement. A member employed in the Patrol Officers Unit terminating City employment with a pension payable pursuant to the Retirement System Ordinance may elect to receive a refund of all or part of his accumulated contributions on his effective date of benefit commencement. Provided, however, that any member employed in the Patrol Officers Unit withdrawing his accumulated contributions prior to the effective date of benefit commencement shall forfeit any right to a pension. Upon election of this refund provision, the retiring member's Straight Life pension shall be reduced by an amount which is actuarially equivalent to the refunded accumulated contributions. The actuarial equivalent amount shall be computed on the basis of the mortality table specified by the Board for use in optional benefit determinations and the interest rate, as published monthly by the Pension Benefit Guaranty Corporation for use in converting a series of monthly annuity payments into a lump sum value, in effect at date of retirement.

The City will allow at least three (3) members employed in the Patrol Officers Unit to make this election during any Fiscal Year.

Section 4. As soon as possible after the date of the execution of this contract, Section 2.80.110 at Option B, Option C and Option D shall be amended to read as follows:

Option B - 100% Joint and Survivor.

A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 100% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Patrol Officer Unit members retiring after July 1, 1987 if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option C - 50% Joint and Survivor.

A Retirant may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 50% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall be Actuarially Equivalent to the retirement income provided by 2.80.064, payable as a straight life Pension. For Patrol Unit members retiring after July 1, 1987 if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.

Option D - 75% Joint and Survivor.

A Retirant who was a Police or Fire Employee Member may elect to receive a reduced retirement income payable for his lifetime. Upon the death of the Retirant, his Designated Beneficiary, if living, shall receive 75% of the reduced retirement income paid to the Retirant under this optional form of payment for the remaining lifetime of the Designated Beneficiary. The reduced retirement income under this optional form of payment shall equal 95% of the retirement income provided by 2.80.064, payable as a straight life pension. For Patrol Unit members retiring after July 1, 1987 if the designated beneficiary predeceases the retirant, the retirant's monthly income for life shall revert to 100% of the amount provided as a straight life pension under 2.80.064.



Section 5. As soon as possible after the date of the signing of this Agreement, Section 2.80.080 is hereby amended by adding a new subsection (.083) to read as follows:

2.80.083 Duty Death Pension. A Member who is a Patrol Unit employee who dies while in the employ of the City, whose death is found to be the natural and proximate result of a personal injury or disease arising out of and in the course of the member's duties as an employee of the City, regardless of the number of years of credited service earned by the member as of the date of death, shall have paid to his surviving spouse a monthly retirement income. The amount of the retirement income shall be computed in accordance with 2.80.064 based upon (1) his rank at death and (2) years of Credited Service which shall equal the number of years, including any fraction of a year, of Credited Service he has acquired by the date of death plus, the number of years, including any fraction of a year, from the date of death until the member would have reached age 55.

Section 6. As soon as possible after the date of signing this Agreement, Section 2.80.060 shall be amended by adding subsection 2.80.062 C.3. to read as follows:

2.80.062 C.3. Effective June 30, 1990, any age for Patrol Unit Members only if the Member has twenty-five or more years of total credited service with the City.

Section 7. As soon as possible, Section 2.80.050 shall be amended by adding subsection 2.80.053 as follows. If the City of Hazel Park Pension adopts a provision allowing for the purchase of military service credit, members of this unit have the option of choosing the Board's provision or the provision below:

Section 2.80.053 Patrol Unit member who, prior to employment by the city, was called to or entered any military service of the United States during time of war, period of compulsory military service, or period of national emergency recognized by the board, shall have such required period of active duty credited him as membership service, subject to the following conditions and limitations: (1) The member files a written election with the board during the period beginning January 1, 1988 and ending December 31, 1988 to claim military service credit not to exceed four years under the provisions of this subsection. (2) The member furnishes the board such information as the board determines necessary to verify the amount of military service claimed. (3) The member pays to the Retirement System an amount equal to the member's percent contribution rate as of January 1, 1988 multiplied by the member's annual rate of compensation during calendar year 1988 multiplied by the period of military service claimed. (4) The required payment shall be made under one of the following options: (i) payment in full within ninety days of the approval to claim military service under the provisions of this subsection; (ii) payment in equal annual installments over the three-year period beginning January

1, 1989 and ending December 31, 1991. Payment must be completed prior to application for retirement. (5) Military service credited under the provisions of section 2.80.052(a) shall not be claimed or credited under the provisions of this section. (6) Military service which is or will be the basis of service credit under any other public employee retirement program shall not be claimed or credited under the provisions of this section.

Section 8. As soon as possible, Section 2.80.141 B.1 shall be amended to read as follows:

B. Police and Fire Employee Members.

1. Each Police Employee Member who does not hold the rank of Police Command Officer, Police Captain or Police Chief and each Fire Employee Member who does not hold the rank of Fire Chief will contribute five percent (5%) of his respective Compensation, reduced to three percent (3%) of his Compensation effective July 1, 1983, plus one-half of the increase in the City's contribution, expressed as a percent of Compensation, due to the change, granted October 1, 1979, in the provision for the amount of Retirement Pension. Effective July 1, 1988 such Police Patrol members and such Fire Employee members will contribute 5.5% of their compensation.

Section 9. Employee contributions shall be at the rate of 5.5% of payroll, as provided in Section 8 above. However, this reduction will not preclude an arbitrator or court from apportioning awards of costs of prior benefits, if any, between the City and the Union as deemed appropriate.

Section 10. Employees with pension credits calculated at lower than 2.5 multiplier factor may, at their own expense, purchase credits for all city time to a maximum of 2.5 multiplier factor for all years served in the City's employment.

ARTICLE TWENTY-EIGHT

FOOD ALLOWANCE

Section 1. Whenever an Employee is required to be away from the City of Hazel Park for training or Court, a meal allowance of \$6.00 per meal will be paid. This Section is effective from the date of execution of this Agreement.

ARTICLE TWENTY-NINE

JURY DUTY

Section 1. An Employee who is called for jury service shall be excused from work for the days on which s/he serves (including required reporting for jury duty when summoned, whether or not s/he



is used as a juror) and shall receive, for each such day of jury service, on which s/he otherwise would have worked, the difference between the payment he/she receives for such jury service and the amount calculated by the City in accordance with the following formula. Such pay shall be based on the number of days such Employee should have worked had s/he not been performing such jury duty (plus any holidays in such period which s/he would have worked) and the pay for each such day shall be at their regular rate (excluding shift differentials, Saturdays, Sundays or overtime premiums) during the last payroll period worked prior to jury service. The Employee will present proof that s/he did serve and the amount of pay, if any, received therefor. Employees shall be required to return only the "jury fee" to the City from the compensation received from the Court. Payment shall be made in minimums of one-half (1/2) day.

### ARTICLE 30

#### PERMANENT SHIFTS

Section 1. This Article does not apply to probationary Employees.

Section 2. Normal uniform patrol shift assignments and detective bureau assignments shall be:

- |                           |                  |            |
|---------------------------|------------------|------------|
| a. Day Shift:             | 7:00 a.m. until  | 3:00 p.m.  |
| b. Afternoon Shift:       | 3:00 p.m. until  | 11:00 p.m. |
| c. Midnight Shift:        | 11:00 p.m. until | 7:00 a.m.  |
| d. Detective Bureau Asmt. | 9:00 a.m. until  | 5:00 p.m.  |

Race Track Detail: An eight (8) hour detail to cover post-time and closing at Hazel Park Race Track while race track is open. On non-racing days, officers will revert to this regular shift assignment.

Section 3. Officers who are members of the Patrol Officer's Union shall be assigned as provided for herein to non-rotating patrol shifts commonly known as Permanent Shifts.

Section 4. Officers who are members of the Patrol Officers' Union shall have the opportunity on the first day of April and the first day of October of each year to select the uniform patrol shift of their preference. All Patrol Officers, regardless of shift assignment or special assignment, shall make shift selections at appropriate times.

Section 5. Selections shall be based upon the seniority of the Officers, and all selections must be completed at least one (1) month prior to the end of the previous selection period.

Section 6. During the six (6) month assignment periods, patrol shifts shall not be changed, except in the following situations:

- a. When Employer and Employee agree to a change of shift.
- b. When a change in manpower is required due to illness, injury, death, resignation, retirement, layoff, promotion transfer or discharge.
- c. In the event of other, unanticipated difficulties in the opinion of the Employer based upon just cause.
- d. When an Officer fails to perform his duties in an acceptable manner at an acceptable level based upon just cause.
- e. When a personality problem individuals on a given shift indicates that reassignment would be wise, in the opinion of the Employer based upon just cause.

Section 7. It is further agreed that the Employer may make temporary changes in the working hours of any Employee for up to ten (10) working days at any time during a six (6) month period, subject to the provisions of Article Five, Section 3, but no employee shall be temporarily so assigned more than once in each such period unless he agrees to the transfer.

Section 8. Permanent Shifts - The City and Union shall form a Committee to review future changes. Current practice shall remain as is until the combined committee mutually agrees to a change.

Section 9. Approval is hereby given to publish a 28 day cycle schedule.

Section 10. The City agrees to maintain twenty-one uniformed patrol officers (which includes race track assignments and one person assigned to the Detective Bureau) based upon the following terms and conditions:

- a. In the event that a uniformed patrol officer separates from employment (e.g., death, resignation, retirement, discharge), the City will make best efforts to replace this officer provided, however, the parties agree that there will be no resulting violation of this contract to the extent there are fewer than twenty-one uniformed patrol officers.
- b. In the event of sickness, disability, suspension or other temporary unavailability of a uniformed patrol officer bringing the level of patrol officers below twenty-one, the City shall not be held in violation of this Agreement. To the extent possible, the City will make best efforts to replace such employees after an extended period of sickness or unavailability.
- c. After the execution of this Agreement by the parties, officers seeking to bid for the Race Track shift will follow the procedures set forth and described above in Sections 4 and 5 of this Article.

- d. The City will make best efforts to initiate or maintain an eligibility list as prescribed and allowed under Act 78 of Public Acts 1935, as amended, in order to fill vacancies.

Section 11. Nothing in this Article shall be construed as mitigating the Employer's rights under the current collective bargaining agreement.

#### ARTICLE 31

##### HEALTH AND SAFETY

Section 1. The City shall pay the cost for Hepatitis B shots for all Patrol Unit employees who desire the same. The decision to get these shots shall be entirely that of the Employee.

#### ARTICLE 32

##### RESIDENCY

Section 1. All Employees of this unit hired after July 1, 1988 shall, as a condition of continued employment, reside within fifteen (15) miles of the corporate limits of the City of Hazel Park. Such employees shall establish their residence within these limits within six months of completion of their probation period.

#### ARTICLE 33

##### DEFENSE AND INDEMNIFICATION

Section 1. All Patrol Unit employees shall be covered by liability insurance while in the course of their duties in an amount which is sufficient to cover reasonable anticipated civil damages. When a Patrol Unit employee needs legal assistance as a result of actions taken within the scope of his authority and employment, he shall have the right to request and receive such assistance from the City. In such a case, the City shall provide legal counsel for the purposes of advice and representation, shall provide for the payment of all fees and costs and shall provide for indemnification for any damages incurred in excess of insurance coverage.

#### ARTICLE 34

##### PROMOTIONS

Section 1. The current method of computing scores and compiling a promotional list shall be continued except that the written examination and seniority shall be weighted 50/50. There shall be

no oral examinations. The written examination shall be provided by the Michigan Municipal League unless otherwise agreed between the City and the Union.

ARTICLE 35

GARRITY WARNINGS

Section 1. An Employee who is about to be questioned by a Superior Officer and such questioning may lead to disciplinary action or criminal action, must be advised of his/her garrity rights. The Employee will be so advised by the Superior Officer providing the Employee a copy of Appendix B of this Agreement. The document will be read to the Employee by the Supervisor and will be signed by the Employee, the Superior Officer, and the Union Representative present at the time of the questioning. Copies of the signed document will be provided to the Employee and Union Representative.

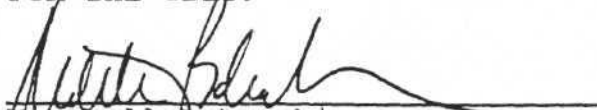
ARTICLE 36

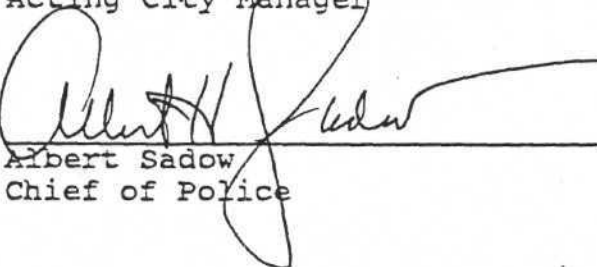
TERM OF AGREEMENT

Section 1. This Agreement shall be in effect from the first day of July, 1990 and shall remain in full force and effect up to and including the 30th day of June, 1993.

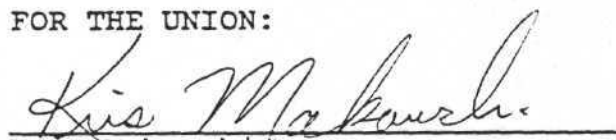
Section 2. In the event negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement may, by mutual consent, remain in full force and effect, pending agreement upon a new contract.

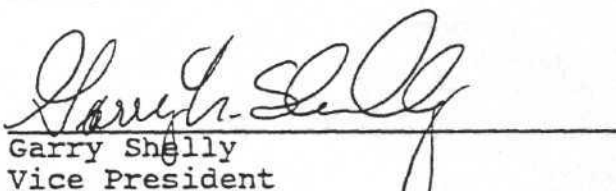
FOR THE CITY:

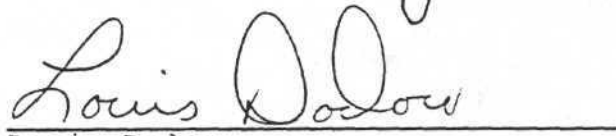
  
\_\_\_\_\_  
Mitchell Bobowski  
Acting City Manager

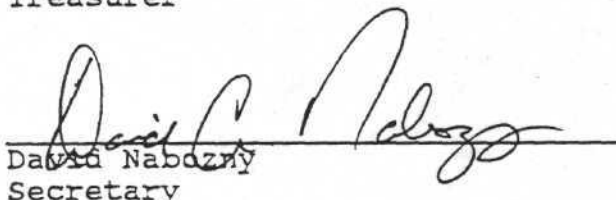
  
\_\_\_\_\_  
Albert Sadow  
Chief of Police

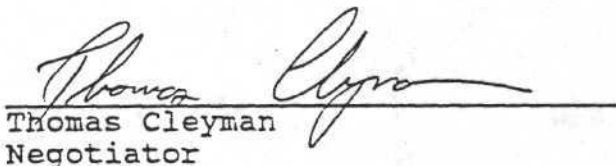
FOR THE UNION:

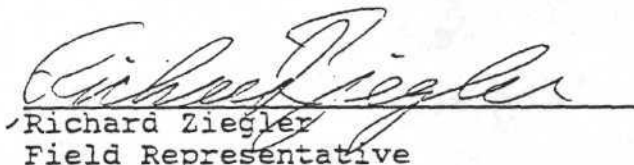
  
\_\_\_\_\_  
Kris Makowski  
President

  
\_\_\_\_\_  
Garry Shelly  
Vice President

  
\_\_\_\_\_  
Louis Dodoro  
Treasurer

  
\_\_\_\_\_  
David Nabozny  
Secretary

  
\_\_\_\_\_  
Thomas Cleyman  
Negotiator

  
\_\_\_\_\_  
Richard Ziegler  
Field Representative

DATE: May 24, 1991



CITY OF HAZEL PARK

INTERDEPARTMENTAL COMMUNICATION

TO: Acting City Manager FROM: Finance Officer  
SUBJECT: Differences between DATE: July, 29, 1988  
Police Officers' Contract and  
Pension Ordinance

A quick analysis reveals the following differences between the Police Officers' Contract as approved by the Council July 25, 1988 and the Military Buy Back Ordinance.

| CONTRACT  | ORDINANCE  |
|---|--|
| 1. Four Year Maximum Time can be purchased.   | Five Years Max.  |
| 2. One year period to sign up (Cal year 1988).  | 2 1/2 years after passage of ordinance (Nov. 1990)                             |
| 3. Contribution rate of Employee at 1-1-88.   | Rate is 5%   |
| 4. Member's "rate of compensation".   | Base rate of pay   |
| 5. Payment in full within 90 days.  | Proposed 5 days of notice  |
| 6. Payment in equal annual installments over 3 year period beginning 1-1-89 and ending 12-31-91.  | Payroll deduction over maximum of 5 years from of 5 years from Board Approval. |
| 7. No Section 2.80.052 (a) in current. If intent was section 2.80.130 Military Service Credit in the current Ordinance, the new provision plainly states it is for Service prior to Employment with the City of Hazel Park. |  |
| 8. Military service credited to another public employee retirement program not eligible.  | Not mentioned - but only available to full-time employees at time of election. |

Respectfully,

Finance Officer



Blue Cross  
Blue Shield  
of Michigan

CITY OF HAZEL PARK

Group No. 4492, 905 Eff. 12/81

Blue Cross of Michigan Form 1-12-80 City 25 948 PH

HOSPITAL CARE

**Comprehensive Hospital Coverage** - You and each enrolled member of your family are covered for the following benefits:

365 days of hospital care - for general health conditions, in participating hospitals. Up to 45 of these days may be used for mental conditions and up to 45 for pulmonary tuberculosis.

Full renewal of days - for hospital care, after you have been out of a hospital for at least 60 consecutive days.

Full cost of a semiprivate hospital room.  
Full cost of meals, general nursing care, special diets,  
Maternity and nursery care.

**Additional hospital services** - covered in full: • Use of operating, delivery, recovery and other treatment rooms • anesthesia administered by a hospital technician • drugs and medicines • dressings and casts • physical therapy provided by the hospital • use of room owned or rented by the hospital • use of wheel chairs, incubators, oxygen tents and similar hospital equipment • all hospital laboratory services as a dependent.

Full cost of hospital outpatient care • Physical therapy for up to 60 consecutive days per condition per year • laboratory examinations related to surgery • emergency accident care • hemodialysis (use of artificial kidney machine) in the hospital, hospital outpatient department or in the home.

**IF YOU HAVE MEDICARE** - You have "Exact Fit" Medicare Complementary Coverage. This brings your Medicare coverage up to the level that matches the full benefits of under-65 members of your group.

**PREDETERMINATION: Cost-Containment Program** - Before admitting you to any participating hospital in Michigan only • your doctor MUST • For NON-emergency conditions, get our advance approval for your admission and length of stay • for emergency admissions, notify us within 24 hours • We tell you, your doctor, and hospital in writing how many days we will cover • extensions/adjusts are available • you may be liable for the first \$100 of the doctor's charges, 20% of any remaining balance and 20% of the hospital charges when hospital admissions and lengths of stays are not approved • deductibles and copayments are limited to \$750 per member or \$1,500 per family per calendar year.

\*In non-participating hospitals, the Plan pays \$15 a day - or up to \$70 a day in acute general care hospitals - for all covered inpatient services (subject to any subscriber copayment liabilities) and up to \$25 per condition for covered outpatient services.

**HOLDING DOWN HEALTH CARE COSTS**

**WHAT WE'RE DOING:** No one is working harder than Blue Cross and Blue Shield of Michigan to hold down your health care costs but **RISING COSTS** are everyone's responsibility, and everyone must do more. Here's what you can do: • Don't request tests or prescriptions that aren't really necessary. • If your doctor recommends surgery, it may be wise to get a second opinion. • If your surgery can be performed in your physician's office or on an outpatient basis, it will save costly hospital bills. Take good care of yourself! Exercise, and practice good health habits.

**REPORT FRAUD:** Please check all bills and statements to make certain you receive all the medical services listed. • If you have reason to suspect illegal activity involving Blue Cross and Blue Shield claims, call our anti-fraud telephone hotline -- 1-800-482-3767. Calls are toll-free in Michigan, and you do NOT have to identify yourself.

**EXPLANATION OF BENEFIT PAYMENTS FORM**

When BCBSM rejects a claim or pays only a portion of it, an Explanation of Benefit Payments Form (EOBP) is sent to you explaining the partial payment or the reason for rejection. The EOBP will • help you understand how your claim was processed • make sure the information we received about the service is accurate.

MEDICAL - SURGICAL CARE

For you and each enrolled member of your family, your Plan pays the physician's reasonable charges for:

**Surgery** - for illness or injury • anesthesia (by a physician anesthesiologist other than the physician in charge of the case) • technical surgical assistance, when required and related to covered surgery • obstetrical delivery.

**Medical care in the hospital** - for all your allowed hospital inpatient care days • consultations between your physician and other physicians • hemodialysis - physician services related to use of an artificial kidney machine in the hospital or hospital outpatient department • in-hospital medical care for mental illness - individual and group psychotherapy, electroconvulsive therapy and related anesthesia, therapy counseling and psychological testing.

**X-rays and Tests** - with NO copayments • radiological therapy for treatment by x-ray, radon, radium, external radiation or radioactive isotopes • diagnostic x-rays for diagnosis of any illness or injury • EKGs and outpatient diagnostic lab and pathology tests.

**Emergency First Aid** - up to \$15 per physician for initial examination and treatment of accidental injuries.

**CONVERSION PRIVILEGES** - If you leave your group for any reason (change of job, layoff, etc.), you can continue your Blue Cross and Blue Shield coverage with an individual (Group Conversion) contract. Your benefits will be different and members will be limited to your immediate family, but there will be no interruption of coverage. You can obtain an application card and benefit literature from your employer. Your local BCBSM office will answer your questions and help you fill out the application card.

Your Plan pays for certain residential and outpatient substance abuse treatment programs, including related physician's services up to the state law annual maximum.

\*Participating physicians have agreed to accept BCBSM's reasonable fee (plus your copayment or deductible, if any) as full payment for services, and BCBSM will make payment directly to the physician. BCBSM will pay the reasonable fee for services by a non-participating physician, but payment is made directly to you.

**COORDINATION OF BENEFITS**

When one member of the family is covered under more than one group health care plan, a duplication of benefits can result. Coordination of benefits insures that each member receives 100 percent of covered services - but no costly duplication of benefits. As a convenience, the Blue Cross and Blue Shield Plan promptly pays hospitals and physicians for covered services - then arranges with other coverage plans for a coordination of benefits. This usually takes place without involving you.

For example, when you or any of your dependents become eligible for Medicare, your Blue Cross and Blue Shield coverage is adjusted. This adjustment prevents the duplication of any benefits covered by both Medicare and Blue Cross and Blue Shield.

**CONVENIENT COVERAGE** - Just show your Blue Cross and Blue Shield identification card to your hospital or physician. • No deposit required for contract benefits in participating hospitals. • Michigan participating physicians accept Blue Cross and Blue Shield reasonable charges as paid-in-full coverage for benefits.

## ADDITIONAL BENEFITS

**HOME HEALTH CARE** — for confined patients, if prescribed, from participating agencies including: • aides (meals, laundry, bathing) • nurses • nurses aides • social workers • physical, speech or occupational therapists • drugs • medical supplies • 3 visits for each successive hospital day • does NOT pay for durable medical equipment or doctor's home and office calls • home care does NOT use up hospital days.

**730 DAYS OF CONVALESCENT CARE** — for general health conditions, in an approved convalescent facility, including physician's care (two visits a week). Nervous and mental conditions are covered for 90 days if transferred directly from a hospital. Each day of hospital inpatient care reduces by two days the number of available convalescent care days. However, allowed days renew in full after you have been out of a hospital or convalescent facility for at least 60 days.

**PRESCRIPTION DRUG PROGRAM** — Covers federal legend drugs and injectable insulin prescribed by a physician. Up to a 34-day supply of each drug for more than some maintenance drugs may be covered with no cost limit. You show your Blue Cross and Blue Shield card to a participating pharmacist and pay \$3.00 for each prescription or refill in nonparticipating pharmacies; you must pay the full bill. Your plan will reimburse you 75% of the usual charge minus your copayment upon receipt of your claim. **EXCLUSIONS:** • drugs costing \$3.00 or less • drugs consumed at the time and place prescription is filled • charge for drug administration • contraceptive medications, even if prescription • therapeutic services or appliances.

**Generic Drugs** — Your program encourages use of generic equivalent drugs. Michigan pharmacies will automatically supply generics unless your doctor specifies the brand name and adds "Dispense as Written" (DAW). If you request the brand name drug, you will be responsible, in addition to your copayment, for the added cost of the brand name drug.

**Selected Human Organ Transplants** — normal services for human cornea, kidney, skin and bone marrow transplants • plus **ADDITIONAL** services, in approved facilities, with NO copayments, one for: liver, heart, heart-lung or pancreas • from 5 days before to one year after, including: • up to \$10,000 for transportation, meals and lodging for patient and one companion (two if patient is a minor) • up to \$10,000 a year for anti-rejection drugs, renewed yearly • to a lifetime maximum of \$1 million (for **ADDITIONAL** services only) • on contracts effective after 4/1/85, subject to a 9-month wait for pre-existing conditions.

**SPONSORED DEPENDENTS** — You may apply for coverage for your other eligible dependents who are related by blood or marriage or reside in your household. Such dependents must be dependent on you for more than half their support and must have been reported as such on your most recent income tax return. Your Sponsored Dependents have the same basic hospital/medical/surgical benefits you have. Certain additional benefits are sometimes excluded. Check with your Group.

**WORLD-WIDE COVERAGE OUTSIDE OF MICHIGAN** — You are covered for all Plan benefits described when you go to • A hospital participating with any Blue Cross and Blue Shield Plan • Any accredited hospital in a foreign country • A licensed physician anywhere in the world. Most hospitals and doctors in foreign countries will ask you to pay the bill. Try to get itemized receipts in English. We pay the usual, customary and reasonable charges for services in a foreign country at the rate of exchange in effect at the time when you received care.

**CONTINUOUS COVERAGE** — Once you have Blue Cross and Blue Shield coverage you need never lose it • If you go to work for another company — you can transfer your coverage to that available in your new group. • If there is no Blue Cross and Blue Shield group, you can continue on your own under a Group Conversion (Direct Pay) contract. • When you or a dependent becomes eligible for Medicare, a Blue Cross and Blue Shield "Complementary Coverage" program is available.

**YOUNG ADULTS OVER 15** — You may apply for coverage for young adults after the end of the year in which they become 15. To be eligible, these young people must be: unmarried, dependent on you for more than half their support as defined by the U.S. Internal Revenue Code and as such have been reported on your most recent Federal Income Tax return. In addition, they must: reside with you or be in temporary residence at school or summer camp; Blue Cross and Blue Shield benefits for these young adults are exactly the same as yours. Eligible dependents may be covered in this manner until the end of the year in which they reach 25 — or they remain covered to any age if they are "totally and permanently" disabled by either a physical or mental condition prior to age 15.

**COVERAGE FOR DEPENDENTS** — Blue Cross and Blue Shield of Michigan provides full coverage for all of your family dependents when they are properly enrolled. Eligible dependents are your wife or husband and unmarried children until the end of the year in which they reach 19 — or they remain covered to any age if they are "totally and permanently" disabled by either a physical or mental condition prior to age 18. Children may be yours by birth, legal adoption or legal guardianship (while they are in your custody and dependent on you), and your spouse's children while they are residing as members of your household.

This is an **OUTLINE** of your benefits. It is not a contract. While every effort has been made to make it accurate and complete, your official benefits and conditions are contained in the Certificates and Riders listed below.

COMP D45NM SEMI XF hhc PRE100/20 MYF1 ML CC PD300 MAC SDT  
MMC4 MMCPD fas\* top\* SAT2  
DOB3 SD DC CLC2 EF C\* = infoNotes]

These documents are available on request, but they are **NOT** needed to obtain benefits.

## IMPORTANT CARE INFORMATION

**CATASTROPHIC MASTER MEDICAL** — This part of your Plan adds to and fits in your basic Blue Cross and Blue Shield coverage — up to a lifetime maximum of \$1 million per member — to protect against the high cost of unusual or lengthy illness. Catastrophic Master Medical coverage has two parts: "Extended Benefits" and "Additional Benefits."

**Extended Benefits** — cover additional days of hospital care you may need and include all of the hospital services covered by your basic benefits, such as room, meals, laboratory services and medications. Extended Benefits begin as soon as your basic hospital care days are used up and require no deductibles or copayments.

**Additional Benefits** — cover health care services or supplies generally outside the scope of basic Blue Cross and Blue Shield benefits • prescription drugs • blood • physicians' home and office calls • air and ground ambulance • functional and nonfunctional prosthetic appliances • dental service for accident care • hospital admissions for pulmonary tuberculosis and neuromuscular conditions • physician hospital outpatient visits • visiting nurse service at home • medical supplies • physical and speech therapy in an approved facility.

**Deductibles and Copayments** — You may apply for Additional Benefits as soon as you pay for or incur enough covered health care expenses to meet your deductible amount: \$50 for one person or \$100 for two or more persons in a calendar year. Your Plan will pay 90% (and you make a copayment of 10%) of the reasonable cost of health care expenses.

**Special Copayments** — Your Catastrophic Master Medical Additional benefits pay 75% (and you pay 25%) of the reasonable cost for • treatment of mental disorders • private duty nursing.

**Limits and Exclusions** — Extended Benefits are not available for pulmonary tuberculosis or mental disorders. Treatment of pulmonary tuberculosis or mental disorders in a nonparticipating hospital is considered an "Additional Benefit" and limited to the dollar amount provided by the basic hospital care program, subject to your Master Medical deductibles and copayments. Extended Benefits for treatment of general health conditions in a nonparticipating hospital are limited to the dollar amount provided by the basic hospital care program with no deductibles or copayments. All other limits, exclusions, annual and lifetime maximums under your Catastrophic Master Medical Plan are as described under "MAJOR/MASTER MEDICAL" on the reverse side of this Folder.

Your Master Medical excludes prescription drugs. They are covered under your basic Plan.

**MAJOR/MASTER MEDICAL CARRY-OVER and BENEFIT PERIOD**  
A benefit period is a calendar year. Eligible expenses incurred and applied toward the deductible during the last three months of the calendar year will be applied toward the following year's deductible requirement.

**MAXIMUM COPAYMENT**  
After you have made copayments for covered services for general medical conditions that add up to \$1,000 per contract, you will not be required to make any copayments for the remainder of the calendar year. This does not apply to copayments for the treatment of mental disorders or private duty nursing.

**MAJOR/MASTER MEDICAL MAXIMUMS**  
Maximum Benefits: Mental Disorders Major/Master Medical benefits for the treatment of mental disorders are limited to \$15,000 for any one member during any one calendar year and limited to a total maximum of \$30,000 under current or prior Major/Master Medical contracts. This includes benefits for services on an inpatient, outpatient or other basis. Major/Master Medical benefits for the outpatient treatment of mental disorders are limited to \$2,000 for any one member in any one calendar year and to \$5,000 for any one member in two or more years.  
Maximum Benefits: All Conditions Major/Master Medical benefits for all covered medical services and supplies are limited to \$1 million for any one member under current and prior Major/Master Medical contracts.

**MAJOR/MASTER MEDICAL LIMITATIONS AND EXCLUSIONS**  
Major/Master Medical Plans do NOT generally cover: • Care for occupational injury or disease or care obtainable from government agencies; charges for hospital rooms in excess of the hospital's regular charges; cost of transportation; routine physical, pre-employment or premarital examinations, eye glasses, hearing aids, dentures; care in convalescent or nursing homes; services for cosmetic or beautifying purposes; services obtainable from any Blue Cross or Blue Shield Plan; services covered by your basic plan; immature x-rays, screening or other procedures not necessary for diagnosis and generally accepted therapy; room rate differences — charges over and above the allowance of the basic contract; items for the personal comfort and convenience of the patient.

**EXCLUSIONS — BASIC PLAN**  
• care for occupational injury or disease or care obtainable without cost from government agencies • dental care other than multiple extractions or removal of unerupted teeth when hospitalized as a dependent and where a concurrent hazardous medical condition exists • blood or packed red blood cells • prosthetic and other appliances • routine physical, premarital or pre-employment examinations • tests not required in and related to the diagnosis of stress or injury • psychiatric services after determination that a condition will not respond to treatment • hospitalization principally for observation or diagnostic evaluations, physical therapy, x-ray, laboratory tests or reduction of weight by diet; control with or without medication, or environmental control; or care, services, supplies, or devices which are experimental or research in nature • hospital outpatient care requiring repeated visits for the treatment of chronic conditions • surgery for cosmetic or beautifying purposes except for the correction of conditions resulting from accidental injuries or traumatic scars or for the correction of birth defects.



LABOR COUNCIL  
Michigan Fraternal Order of Police

APPENDIX B

STATEMENT

I am giving the attached Statement by reason of receipt of an Order from \_\_\_\_\_ threatening me with immediate suspension, as well as other disciplinary action for refusal to obey.

In view of possible job forfeiture, I have no alternative but to abide by this Order. However, it is my belief and understanding that the Department requires this Statement solely and exclusively for internal purposes and will not release it to any other agency.

It is my further belief that this Statement will not and cannot be used against me in any subsequent proceedings other than disciplinary proceedings within the confines of the Department itself. For any and all other purposes, I hereby reserve my constitutional right to remain silent under the FIFTH and FOURTEENTH AMENDMENTS to the UNITED STATES CONSTITUTION, and Article I, Section 17 of the MICHIGAN CONSTITUTION. Further, I rely specifically upon the protection afforded me under the doctrine set forth in Garrity vs New Jersey, 395 US 493 (1967); Spevack vs Klein, 385 us 551 (1967); Slochower vs Board of Education, 350 US 551 (1966), should this Statement be used for any other purpose of whatsoever kind or description.

\_\_\_\_\_  
DEPARTMENT

\_\_\_\_\_  
OFFICER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
UNION REPRESENTATIVE

\_\_\_\_\_  
TIME

STATEMENT OF INCIDENT:



APPENDIX C

REVISED TRADITIONAL BLUE CROSS

Comprehensive Hospital, CC/CLC, MVF-1, ML, Predetermination, SAT-2, SOT-PE, GLE-1, Master Medical Option IV, \$3.00 Prescription Drugs, PD-MAC, Complementary Option - Exact Fill, DC

CHANGES:

Eliminates duplication of coverage on PPNV and OPC (Pre and Post-Natal, Outpatient Psychiatric) \*

Adds Predetermination (Pre-Certified Hospital Stay)

Changes Prescription Drug Co-Pay from \$2.00 to \$3.00

BLUE PREFERRED PLAN (PPO PLAN) (Hospitals, Physicians, Labs, listed in book)

Comprehensive Hospital, D45NM, CC/CLC, MVF-1, ML, 8, Trust-15, Plus-15, SAT-2, SOT-PE, GLE-1, Master Medical Option IV, MMC-POV, \$2.00 Prescription Drugs, PD-MAC, APDBP, DC

CHANGES:

Eliminates duplication of coverage on PPNV and OPC (Pre and Post Natal, Outpatient Psychiatric) \*

Adds Predetermination (Pre-Certified Hospital Stay)

Adds MMC-POV (Physician Office Visit Rider) 100% office visit coverage after meeting annual deductible

Adds well baby care and immunizations

\$2.00 prescription drug benefit remains the same

\* Now only reimbursed through Master/Major Medical after meeting deductible, not through basic Benefits.



LETTER OF UNDERSTANDING #1

between

CITY OF HAZEL PARK

and

HAZEL PARK POLICE OFFICERS ASSOCIATION

FRATERNAL ORDER OF POLICE

Section 1. The Agreement contained herein represents an understanding between the City of Hazel Park, hereinafter referred to as the Employer and the Hazel Park Police Officers, Fraternal Order of Police, Patrolmen, State Lodge of Michigan, Labor Council, hereinafter referred to as the Union.

Section 2. It is herein recognized that there is and has been for many years a functioning Police Auxiliary group operating under the auspices and Control of the Hazel Park Police Department, performing the functions as hereinafter set forth.

It is agreed between the parties that the Auxiliary Group shall continue to function indefinitely provided that none of its duties erode the bargaining unit's rights. The Auxiliary shall maintain a posture of readiness adequately trained to perform efficiently during periods of emergency.

Section 3. ROAD PATROL TRAINING: Auxiliary officers shall undergo training on regular road patrol on an ongoing basis, limited to no more than eight (8) hours per trainee, per month.

Effective April 1, 1985, Patrolmen shall have the right to decide whether Auxiliary Officers shall ride with them on road patrol.

Section 4. CRIMINAL ACTIVITY REPORT TEAM (C.A.R.T.): Auxiliary Officers shall function in plain clothes and in unmarked vehicles while performing CART, a low-visibility observation function wherein the Auxiliary Officers spend time along major roadway and on fixed point watch in high crime areas.

Section 5. VACATION CAR: Auxiliary Officers shall operate an Auxiliary Vacation Car, checking homes of those citizens who are on vacation and have requested additional police attention.

LETTER OF AGREEMENT #2

between

CITY OF HAZEL PARK

AND LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE/

HAZEL PARK POLICE OFFICERS ASSOCIATION

PRISONER PICKUP

FEMALE PRISONER PICKUP:

Female prisoner pickups exceeding a distance of more than fifteen (15) miles from the borders of Hazel Park, shall be performed by a two officer team. Two officer pickups may be performed at a distance closer than 15 miles if, at the Shift Supervisors discretion, the warrant/crime is of a serious nature, or the Shift Supervisor deems the prisoner to be assaultive, escape attempt prone and/or presents a real danger to a single officer.

FELONY PRISONER PICKUP:

Prisoner, pickups, male or female, exceeding a distance of more than fifteen (15) miles from the borders of Hazel Park, shall be performed by a two officer team. Two officer pickups may be performed at a distance closer than (15) if, at the Shift Supervisor's discretion, the warrant/crime is of a serious nature, or the Shift Supervisor deems the prisoner (s) to be assaultive, escape attempt prone and/or presents a real danger to a single officer.

FOR THE UNION:

Kris Makowski  
Louis Dolow  
Richard Ziegler

FOR THE CITY:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #3

between

CITY OF HAZEL PARK

AND LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE/

HAZEL PARK POLICE OFFICERS ASSOCIATION

ANIMAL PICK-UP

Shift Supervisors shall have sole discretion in making assignments regarding unwanted, stray, injured, dead or alive animals. The shift Supervisor shall take into account; the health, safety and welfare of the community as well as that of the officer(s) assigned.

FOR THE UNION:

Kris Makush  
Louie D. Dow  
Richard J. Jeger

FOR THE CITY:

Arthur J. Hull  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF AGREEMENT #4

between

CITY OF HAZEL PARK

AND LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE/

HAZEL PARK POLICE OFFICERS ASSOCIATION

MAINTENANCE OF TOTAL WORK SHIFT PERSONNEL LEVELS

The basic personnel levels shall be formulated, implemented and maintained by written policy. General order 91-11. "Basic total work shift personnel levels shall be as follows:

First shift.....four (4)  
Second shift.....five (5)  
Third shift.....five (5)

Exceptions being; an unforeseen emergency, i.e., extended suspension, illness, injury, resignation, termination, retirement, death and/or personnel layoff. Management shall make every reasonable attempt to rectify any decline in the basic personnel level, except in the event of personnel layoff.

FOR THE UNION:

Kris Mahuda  
Louis Olor  
Richard Ziegler

FOR THE CITY:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

LETTER OF UNDERSTANDING #5

between

CITY OF HAZEL PARK

AND LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE/

HAZEL PARK POLICE OFFICERS ASSOCIATION

TWO OFFICER PATROL UNITS

TWO MAN CARS FROM 1900 HOURS UNTIL 0700 HOURS

Pursuant to agreement: When (4) patrol officers are scheduled to work, a uniformed, two officer patrol unit will be assigned from 1900 hours until 0700 hours. The afternoon shift supervisor may assign and implement the two officer units at the start of the afternoon shift (1500 hours) but not later than 1900 hours. The midnight shift supervisor shall make the assignment at the start of the shift. There shall be no deviation unless officer power is immediate suspension from duty, granting of emergency leave, emergency re-assignment under emergency conditions, etc., or the following: If there are four patrol officers working, a majority may request a two officer car not be assigned. The shift supervisor at his discretion, may either grant or deny the request. Officers must make the request at the time of assignment. Request made after initial assignment shall not be granted. Specific partner assignments will be at the discretion of the shift supervisor.

FOR THE UNION:

Kris Mahesh  
Louis Daves  
Richard J. [Signature]

FOR THE CITY:

[Signature]  
\_\_\_\_\_  
\_\_\_\_\_