

12/31/96

COLLECTIVE BARGAINING AGREEMENT
CITY OF MELVINDALE
MELVINDALE POLICE SUPERVISORS' ASSOCIATION
SERGEANTS AND LIEUTENANTS
JANUARY 1, 1994 TO DECEMBER 31, 1996

Melvindale, City of

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ARTICLE 1.

1.1 THIS AGREEMENT is entered into between the City of Melvindale, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and The Police Officers Labor Council and the Melvindale Police Supervisors Association, existing under the laws of the State of Michigan (hereinafter referred to as the "Union" or the "Association").

ARTICLE 2. PURPOSE AND INTENT

2.1 The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of Melvindale in its capacity as an Employer, its employees, the Police Officers Labor Council and the Association, and the citizens of the City of Melvindale, Michigan.

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

ARTICLE 3. RECOGNITION

3.1 The City of Melvindale recognizes the Police Officers Labor Council and the Melvindale Police Supervisors Association as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for all police supervisors with the rank of Sergeant and Lieutenant, but below the rank of Inspector.

The City agrees to negotiate with the Association on items relating to rates of pay, wages, hours, and conditions of employment.

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

3.3 The City will deduct, upon signed authorization by individual officers all dues and assessments as certified by the Association and forward same to the Association's authorized Treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

3.4 The City shall maintain the present payroll savings plan for employees, whereby employees can place savings in the Lincoln Park Community Credit Union.

ARTICLE 4.
AGENCY SHOP

4.1 Any employee who is not an Association member and who does not make application for membership, shall, as a condition of employment, pay to the Association an amount equal to the Association's regular monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this agreement. Employees who fail to comply with this requirement within thirty (30) days of receipt of written notice from the Association shall be discharged by the Employer. The Association shall notify the Employer in writing at the same time as notice is given to the Employee.

ARTICLE 5.
REPRESENTATION

5.1 The Association shall be represented in all contract bargaining negotiations by a committee of up to three elected officers and a representative of the Police Officers Labor Council. The City shall negotiate with those representatives as herein provided.

5.2 On-duty officers who are members of the Committee shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits. The President of the Association or his representative shall also be permitted a maximum of one full day per month to attend to Association business outside the City, without loss of pay or benefits.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 The informal resolution of differences or grievances is urged and encouraged at the lowest possible level of supervision.

6.2 Every officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Step 1. If an officer feels he has been aggrieved, he shall report same to the Association President, or representative for investigation. The Association President, or representative shall discuss the officer's complaint with the Chief of Police or his designee in an attempt to reach a satisfactory settlement within seven (7) calendar days after the event, occurrence or knowledge of the facts giving rise to the grievance. The Chief of Police or his designee shall issue a decision at the close of the meeting, unless mutually extended in writing.

Step 2. If the matter is not satisfactorily settled through Step 1, the Association President, or representative shall file the grievance in writing within seven (7) days of the Step 1 meeting with the Chief of Police. The Chief of Police or his designee shall respond to the grievance within seven

(7) days of receipt of the grievance, unless mutually extended in writing.

Step 3. If the grievance is not resolved at Step 2, it shall be submitted to the Commission of Public Safety within fifteen (15) calendar days and the Commission of Public Safety shall hold a meeting within thirty-one (31) calendar days after receipt of said grievance, and the Commission of Public Safety shall, within ten (10) calendar days thereafter, make a written finding regarding said grievance.

6.3 Grievances affecting a number of employees may be treated as a policy grievance.

ARTICLE 7. ARBITRATION

7.1 Arbitration shall be invoked by written notice to the other party or intention to arbitrate within ten (10) days of the decision of the Commission of Public Safety. Should the parties be unable to mutually select an arbitrator within ten (10) days of such written notice, the party invoking arbitration shall refer the matter for resolution to the Michigan Employment Relations Commission (MERC).

7.2 It shall be the function of the arbitrator, and he shall be empowered except as his powers are limited below, after due investigation to make a decision in cases alleging violation of the terms of this agreement:

- A. He shall have no power to add to, or subtract from or modify any of the terms of any agreement.
- B. He shall have no power to establish salary scales or change any salary.
- C. He shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.
- D. If any award of an arbitrator requires the approval of any governmental agency, the said award shall be subject to such approval.
- E. The arbitrator's decision shall be final and binding on the Union, its members, the employee or employees involved and the City.
- F. The fees and expenses of an arbitrator, if any, shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

7.3 Costs incurred for the purpose of arbitration, such as the Arbitrator's fees, the Michigan Employment Relations Commission (MERC) fees, hearing room fees, and the like will be shared equally between the City and the Union. However, each party shall be solely responsible for its own costs of arbitration, such as attorneys fees and witness fees.

ARTICLE 8
DISCIPLINE

8.1 All employees shall have the right to be represented by the President, or his representative, at all disciplinary conferences or procedures, except that the City has the right to take disciplinary action immediately where appropriate.

8.2 Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any officer, which results in official entries being added to his personnel file.

8.3 No employee shall be discharged or otherwise disciplined, except for just cause. The claim of any employee that he has been unjustly discharged or otherwise disciplined may be processed as a grievance, including arbitration.

8.4 Reprimands issued by the Employer shall be removed from the employee's file after the expiration of two (2) years from the date of issuance. If the employee receives yet another reprimand for a similar offense within the two (2) year period of the first reprimand, the first reprimand will still be removed at the end of the original two (2) year period, but the City shall be permitted to note on the second reprimand that it was issued for a second offense. The second reprimand with the note concerning the second offense shall be removed at the expiration of two (2) years from the date of issuance.

8.5 Whenever an employee receives more than a reprimand, such as a suspension, all references relating to that matter shall be removed from the employee's file four (4) years after the original action was taken. If the employee receives yet another suspension for a similar offense within the four (4) year period of the first suspension, the first suspension will still be removed at the end of the original four (4) year period, but the City shall be permitted to note on the second suspension that it was issued for a second offense. The second suspension with the note concerning the second offense shall be removed at the expiration of four (4) years from the date of issuance.

ARTICLE 9
SENIORITY

9.1 The seniority of an officer within a new rank shall commence after the officer has completed his probationary period of one (1) year and shall be retroactive from date of appointment to the new rank. An officer shall forfeit his seniority rights only for the following reasons:

- A. He resigns.
- B. He is dismissed and is not reinstated.
- C. He is absent without leave for a period of five (5) days or more (exceptions to this may be made by the Employer on grounds of good cause for failure to report).
- D. He retires.

E. Separates upon permanent disability.

9.2 A seniority list shall be furnished to the Association by the City by January 1, of each year.

9.3 Seniority shall be determined first by the employee's rank, date of rank, and finally by the employee's length of service in the Department. Time spent in the armed forces on military leaves of absence and other authorized leaves while in rank, shall be included.

ARTICLE 10. LAYOFFS

10.1 When there is an impending layoff within the bargaining unit, the City shall immediately inform and consult with the Association.

10.2 In the event of layoffs in the Police Department, it shall be made among all employees in the same classifications as listed in Article 3, according to the length of service.

- A. The employees with the least amount of service in rank shall be the first laid off and last to be recalled. If there is to be a demotion due to a layoff, time in classification will prevail. Where time in classification is equal, seniority as defined in Article 9 shall prevail.
- B. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which demoted.
- C. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.

10.3 Any grievance submitted concerning a layoff shall be submitted at the third step of the grievance procedure.

ARTICLE 11 GENERAL CONDITIONS

11.1 Maintenance of Conditions

Wages, hours, and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The City will make no unilateral changes in wages, hours, and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations governing the Department of Police where such rules and regulations are inconsistent with the terms of this Agreement. All provisions of the City Charter, ordinances, and resolutions of the City Council, as amended from time to time, relating

to the working conditions and compensation of employees in the unit are incorporated herein by reference and made a part hereof, to the same extent as if they were specifically set forth.

11.2 Management Rights.

Subject to the provisions of this Agreement, the Mayor, Council, Commission of Public Safety, and the Chief of Police reserve and retain full rights, authority, and discretion in the proper discharge of their duties and responsibilities; to control, supervise, and manage the Melvindale Police Department and its officers; to determine and administer policy; to operate the Department and to direct its officers; and otherwise retain all rights, authority, and discretion which are exclusively vested on the Mayor, Council, Commission, or Public Safety or Chief of Police under governing law, ordinances, rules, and regulations, or as set forth in the Charter of the City of Melvindale, the Constitution and laws of the State of Michigan or of the United States.

11.3 Bulletin Boards.

The City agrees to furnish and maintain a suitable bulletin board in a convenient place for the posting of Association notices and other materials.

11.4 Meetings.

The Association may schedule and conduct its meeting on City Department property, provided it does not disrupt the duties of other employees or the efficient operation of the Department.

11.5 Records.

All records, reports, and other information pertaining to a pending grievance for an employee shall be made available for inspection by the Association, where the matter is one of internal discipline. Information developed through a departmental investigation for criminal prosecution shall not be made available to the Association.

11.6 Special Conferences.

Special conferences for important matters may be mutually arranged between the parties without any loss of pay to the employee for time spent in such special conference.

11.7 Work Schedules.

The Chief of Police shall have full discretion to assign and schedule members of the bargaining unit in a manner he feels will best promote the efficiency of the Department, subject to existing state and federal statutes and regulations will be accomplished in a fair and equitable manner. The Chief may, to the extent possible, permit individual members of this unit to have the days off which they request, subject to the efficient operation of the Department. This shall not be construed as permitting a change of shifts on a day-to-day basis in order to avoid overtime, except in an emergency and/or extraordinary situation. Disputes over this provision shall subject to special conference pursuant to Article 11, Section F of this contract.

11.8 Shift Command Functions.

The Lieutenants shall be the Shift Commanders over the three (3) shifts currently in the Melvindale Police Department. In those instances where a Lieutenant is absent and a Sergeant is required to be in command of the shift, there shall be no out of class pay (designated as step-up pay) paid to a Sergeant for supervising the shift. Lieutenants shall be required to spend a minimum of three (3) hours of each shift out of the station on road patrol. In the absence of the Lieutenant, the ranking officer in charge of the shift shall be required to spend a minimum of three (3) hours of each shift out of the station on road patrol.

11.9 Trading Time.

The existing practice of allowing employees to trade days and shifts shall be allowed, unless in the opinion of the Chief or his designated representative, the practice will interfere with the efficient operation of the Department.

11.10 Extra Work

Extra work assignments shall be made at the sound discretion of the Chief.

11.11 Non-Police Work

Employees shall not be required to serve as school crossing guards or perform animal control duties.

11.12 Privately-Owned Vehicles.

An officer shall not use his privately-owned vehicles for any police purpose.

ARTICLE 12.
WAGES AND FRINGE BENEFITS

12.1

The following wage rates will be effective January 1, 1994, through December 31, 1996:

Effective 1/1/94 (4½%)

Sergeant	\$39,108.30
Lieutenant	\$42,812.77

Effective 1/1/95 (2%)

Sergeant	\$39,890.50
Lieutenant	\$43,669.03

Effective 1/1/96 (2%)

Sergeant	\$40,688.31
Lieutenant	\$44,542.41

12.2 The work week shall be defined as consisting of a forty (40) hour week comprised of five (5) eight (8) hour days.

ARTICLE 13 UNIFORM ALLOWANCE

13.1 The annual clothing allowance for each employee shall be Five Hundred (\$500.00) Dollars, payable on the employee's anniversary date. Said uniform allowance shall be used for uniform maintenance as well as replacement.

13.2 The City agrees to pay for the replacement of uniforms damaged or destroyed in the course of duty, excepting damage caused by an employee's own action, such as a cigarette burn, etc. The amount to be paid by the City for damage to uniforms shall be on a prorated basis as determined by the supplier.

13.3 The City further agrees to pay for any extraordinary clothing required by City directive, such as riot clothing, etc.

ARTICLE 14 GUN ALLOWANCE

14.1 A gun allowance of Three Hundred Fifty (\$350.00) Dollars shall be paid on or before December 16th of each year.

14.2 The City shall furnish each new employee with a gun, badge, cuffs, ammunition, nightstick, holster, and other equipment necessary to the performance of his duties as a police officer, all of which equipment shall remain the property of the City.

14.3 Once each year the gun shall be checked by a gunsmith, and any necessary repairs shall be made.

14.4 Upon the retirement of a member of this unit from the Melvindale Police Department (this is a regular service retirement after completing twenty-five (25) years of service to the City, the Employee shall be given his regular service weapon that he has carried as his duty weapon at the time of retirement. Title to said weapon shall pass to the Employee from the City upon the beginning date of his regular service retirement from the City of Melvindale.

ARTICLE 15
OVERTIME AND CALL-IN TIME

15.1 The City shall pay each employee time and one half (1 1/2) for all hours worked in excess of eight (8) hours in any day, and forty (40) hours in any work week.

15.2 Overtime pay shall not apply, however, to the time involved in the ordinary and usual change of shift.

15.3 Employees ordered in outside of their regularly scheduled shift hours shall receive a minimum call-in pay of two (2) hours' pay at time and one-half (1-1/2). Any employees who voluntarily come in when called within four (4) hours before their shift shall work until their shift begins and shall receive pay at time and one-half (1-1/2) for actual time worked. Scheduled overtime, defined as overtime known as seventy-two (72) hours in advance, including Secretary of State license appeal hearings, shall be paid at the rate of time and one-half (1-1/2) for actual time worked, rounded out to the next half hour.

Example: An employee works one (1) hour and ten (10) minutes. He would get paid for one and one-half (1 1/2) hours.

This exception shall not apply to any employees called into Court within four (4) hours of his regular shift in which event the employee shall receive the regular call-in time pay.

When an employee must return to the 24th District Court for an afternoon Court session, said employee shall take a paid one (1) hour lunch break commencing at the time of the recess of the morning Court session.

15.4 The City agrees to use step-up pay only during the day shift (8:00 a.m. to 4:00 p.m.) Monday through Friday, or during an emergency or extraordinary circumstance in the judgment of the Chief. When step pay is in effect, the following call in procedure shall be followed:

Call in is by shift first, 4 hours or more.

With a Supervisor working, 4 or more hours, overtime shall be offered to the off duty patrolman by seniority on that shift.

If no patrolman volunteers for the overtime, then a call is placed to the off duty supervisor from that shift.

If no one from that shift is available for the overtime, off duty patrolmen, from another shift, in order of seniority, shall be offered.

If no patrolman is available to work, then off duty supervisor shall be offered by order of rank.

If no off duty supervisors are available, it shall be offered on a 4/4 basis.

If no patrolmen volunteer to work the overtime, it will be offered to supervisory rank.

If no one is available, low seniority officer shall be ordered to hold over and the oncoming shift officers shall be contacted, patrolman first, then supervisory rank, with low seniority being ordered to come in.

When step up pay is in effect, and there is a need for an officer, the following procedure shall be followed.

The off duty supervisory rank shall be contacted, from that shift.

If no supervisory rank is available, the off duty patrolmen, from that shift, shall be offered.

If no officers are available, then an off duty supervisory rank, from other shifts, shall be offered, by seniority.

If none are available, off duty patrolmen, from other shifts, shall be offered by order of seniority.

If no one is available, it shall be offered on a 4/4 basis, first to supervisory position then to patrolmen, by order of seniority, with low seniority supervisory rank being ordered to hold over.

Oncoming shift shall be contacted by supervisory rank first, then patrolmen with low seniority supervisory rank being ordered.

If there is no supervisor, or person eligible for step up, available to work the oncoming shift, the officer in step up capacity is offered to hold over first, then it is offered to other officers eligible for step up pay, for that shift.

If none of these are available, then it will be mandatory that the officer working, in step up capacity, shall continue and that supervisory rank shall be offered to come in early.

If none are available, off duty patrolmen, in step up capacity, shall be offered, by order of seniority.

If none of these officers are available, the low ranking on-coming supervisor, or person designated to work the position, shall be ordered.

Holdover, for less than 4 hours, shall be offered by supervisory position, or patrol position, on a need basis and according to seniority, with low seniority from that position being ordered.

Call in, for less than 4 hours, for supervisory position, shall first be offered to on-coming supervisory rank.

If none available, then officers eligible for step up capacity shall be offered.

If none available, on-coming low supervisory position shall be ordered.

For patrol position, it shall be offered by seniority basis to patrol

If none available, offered to on-coming supervisory rank.

If none available, low patrol shall be ordered.

On the weekend, if an officer is needed for arraignment to assist the on duty detective, the call in shall be applied in the following manner:

If no other DB personnel are available, the off duty day shift supervisory rank shall be called first.

If not available, then off duty patrolmen, from that shift, shall be called by order of seniority.

If not available, off duty supervisory rank from another shift shall be called by seniority.

If no available, off duty patrolmen from other shifts shall be called by seniority.

If no one is available, on-coming shift shall be called by order of rank/seniority.

If no one is available, the low ranking supervisory rank shall be ordered.

No two (2) lieutenants shall work the same shift, unless authorized by the Chief.

The call in procedure, as written, may be waived in the event of an extraordinary or emergency situation, such as, but not limited to, storms disaster, etc.

15.5 Available overtime work shall as nearly as possible be offered to employees working in their rank classification. When an employee works beyond his regularly scheduled quitting time, overtime for the first hour or fraction thereof shall be computed as follows:

0 - 14 minutes	no pay
15 - 29 minutes	1/2/hour pay
30 - 44 minutes	45 minutes pay
45 - 60 minutes	on (1) hour pay

15.6 Overtime shall be divided as evenly as possible on each shift in rank classifications.

15.7 A compensatory time bank in accordance with the Fair Labor Standards Act of not

more than sixty (60) hours is to be established for overtime. Compensatory time is to be taken so that overtime will not be created. The sixty (60) hours are to be taken in a calendar year, and those which are not used shall be paid off in the last pay period of the year.

15.8 For overtime and all applicable fringe benefit purposes, an employee shall be paid on the basis of annual salary divided by 2080 hours per year.

ARTICLE 16 LONGEVITY

16.1 Commencing on the first anniversary date of employment, each employee shall be paid the sum of Twenty (\$20.00) Dollars a year for each year's service with the City. Commencing the 11th year of service, each employee shall be paid the sum of Twenty-five (\$25.00) Dollars a year for each year's service with the City. Commencing on the 21st anniversary date of employment, each employee shall be paid the sum of Thirty-five (\$35.00) Dollars a year for each year's service with the City. Said longevity shall be paid on the anniversary date on or the last working day prior to the anniversary date. The maximum shall be One Thousand (\$1,000.00) Dollars.

16.2 Employees on personal leave of absence for more than three (3) months in an anniversary year shall not receive longevity pay for that year.

ARTICLE 17 BEREAVEMENT LEAVE

17.1 In the event of a death in an employee's immediate family or a member of the employee's household, the employee shall be granted five (5) days off exclusive of holidays and vacations. The employee shall be paid for all or that portion of said five (5) days that were regularly scheduled workdays. The immediate family is defined as wife, husband, son, daughter, step child, brother, sister, son-in-law, daughter-in-law, or the father or mother of either employee or spouse.

17.2 An employee shall be granted one (1) day off to attend the funeral of other relatives. Other relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle or aunt. One (1) day a year may be taken to attend the funeral of a person not defined above.

17.3 Bereavement leave must be taken immediately following the death of a member of the immediate family or other relative.

17.4 If the funeral is out of the Detroit Metropolitan area, an additional five (5) days may be taken, which days are to be deducted from sick or personal leave days, if sick leave is exhausted.

ARTICLE 18
HOLIDAYS

18.1 In lieu of paid holidays or holiday time off, each employee, on or before the last pay period in November, shall be paid a lump sum equal to one (1) day's base pay multiplied by thirteen (13). New Year's Day, Martin Luther King Day, Washington's Birthday, Lincoln's Birthday, Good Friday, Easter, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day shall be recognized holidays. The date of occurrence shall be the recognized holiday, with the exception that the nationally observed date shall apply in the case of Martin Luther King Day, Washington's Birthday (also known as President's Day) and Memorial Day.

18.2 Those officers who work on a holiday will be compensated double time in addition to the lump sum payment.

ARTICLE 19
VACATIONS

19.1 Each employee shall be entitled to twenty (20) paid vacation days a year, said days shall be considered as having been earned by the preceding year's employment. In the event that the employment of the preceding calendar year was for a partial period, the earned vacation days shall be reduced on a pro-rate basis.

19.2 The vacation shall be divided into a winter vacation to be taken between January 1st and April 30th, or October 1st and December 31st, and a summer vacation to be taken between May 1st and September 30th. The vacation schedule shall be for vacations to be taken within the calendar year beginning January 1st, so that the preceding winter and summer vacations shall be within the same calendar year. The vacation schedule shall be posted by November 1st and the selection process shall begin November 1st, by seniority. Each employee shall choose a two (2) week vacation selection for the winter period and a two (2) week vacation selection for the summer period, by seniority in rank. An employee may choose a one (1) week vacation selection for the winter period and the summer period, however, such selection shall be deemed as the employee's primary selection and rank in accordance with paragraph 19 hereunder. In any event, the application process for vacation selection shall be completed by January 31st.

19.3 No more than two (2) members of this unit shall be allowed to be on vacation at the same time, and no more than one (1) member of this unit on the same shift will be allowed on vacation at the same time. The Detective Bureau assignment shall be considered as a separate shift for purposes of this section only. Members of this unit assigned to the Detective Bureau shall have their vacation schedule coordinated with the vacation schedule of the Inspector and only (1) person assigned to the Detective Bureau will be allowed on vacation at the same time. Under this scheduling it would be possible that two (2) members of this unit assigned to shift command functions plus one (1) person assigned to the Detective Bureau may be off at the same time.

19.4 Employees with more than ten (10) years of service, as of June 30th of each calendar year, shall receive an additional five (5) vacation days, which shall be selected after all other employees have selected their above vacation days on a seniority basis. Employees will receive one (1) additional vacation day upon completion of twenty (20) years of service, as of June

30 of each calendar year, and one (1) additional vacation day upon completion of each successive year of service, to a maximum of twenty-five (25) years of service and a maximum of thirty (30) vacation days.

19.5 The vacation schedule may be altered to allow changes in vacations, provided the Chief of Police approves.

19.6 With the approval of the Chief, winter and summer vacations may be joined and taken at one time.

19.7 Upon written approval from the Chief, an employee may carry his vacation for one (1) year and take it the following year, and shall also, with approval, be allowed to take vacation days one at a time.

19.8 The vacation schedule shall be upon approval of the Chief of Police.

ARTICLE 20 SICK LEAVE

20.1 Employees will accumulate sick time at a rate of one (1) day per month, with no limitation of the number of accumulated sick days. Sick bank levels existing for each employee on 12/31/91 shall be frozen for the calculations contained in the balance of this section. Effective 1/1/92, employees will accumulate sick time at a rate of one (1) day per month, with a maximum accumulation of fifty (50) days. This limit will not apply to those employees that currently have accumulated more than fifty (50) days. Employees who have more than fifty (50) days will be frozen at their current level, but in no event will any employee be paid for greater than one hundred sixty (160) days. Once an employee's bank is below fifty (50) days, the employee will not be allowed to accumulate a bank above fifty (50) days.

At retirement or termination of employment, the existing sick banks will be paid at the employee's rate in effect at the time. Said payment may be made in a lump sum or said employee may credit said accumulation to early retirement at the option of the employee. If the early retirement option is exercised, all fringe benefits shall be prorated as of the date of the employee leaves active service, with the following exceptions: holiday pay and longevity shall be continued to the effective date of retirement.

Employees who have sick banks of fifty (50) days or greater will be paid for any unused sick days, including any bonus days, in the first pay period of the following year. Unused sick days, including any bonus days, will be paid at the rate at which they were earned (i.e. previous year's rate). Employees may use accumulated sick time after the current year's sick time has been exhausted.

20.2 Employees who use no sick days shall receive a bonus of one (1) sick day either credited or paid depending upon the status of their sick bank in accordance with the preceding section.

ARTICLE 21.
INSURANCE

21.1 The City agrees to pay the full premium for its self-insured health insurance plan through HCM, Inc., based upon American Community Insurance Group 3383 Plan and Ameraplan, Inc., Group Policy 400 Plan, with dental, or equivalent, for the Employee and his family. The Plan or its equivalent shall include a prescription drug rider (\$2.00 in-network deductible/\$5.00 out-of-network deductible. For retirees who retired prior to November 1, 1992, the co-pay is \$2.00 per prescription, regardless.)

A. It is understood that effective November 1, 1994 the following change will take place and be in effect as the New Melvindale Health Plan regarding Out-of-Network Major-Medical Benefits.

B. Major-Medical Deductible will be \$250.00 per person, \$500.00 per family, with a Co-payment Percentage of the plan paying 80% of the next \$2,500.00 usual and customary charges per person and \$5,000.00 per family, then 100% of usual and customary charges for the balance of the calendar year, for a Maximum Out-of-Pocket of \$750.00 per person (20% of \$2,500.00 plus \$250.00 deductible) or \$1,500.00 per family (20% of \$5,000.00 plus \$500.00 deductible).

It is understood that during the contract term the Plan continues to include a cost containment provision which requires, among other things, a requirement of second opinions as a prerequisite to certain surgery.

The City reserves the right to change insurance carriers as long as there is no reduction in coverage and as long as the Union has had at least thirty (30) days to review any proposed changes.

21.2 The City agrees to provide optical coverage for the employee and eligible family dependents as follows:

The City agrees to pay reasonable and customary charges for a standard eye examination for the employee and his dependents;

The City further agrees to pay reasonable and customary charges up to and including Seventy-five (\$75.00) Dollars for eyeglass frames and lenses, or contact lenses;

Employees and their covered dependents shall be eligible for this optical benefit once in each two (2) year period.

21.3 Employees who retire after January 1, 1974 shall continue in the group with coverage for himself and his spouse paid by the City, provided such retiree is not furnished other hospital-medical insurance through another employer. At age sixty-five (65), the employee and his spouse shall receive health insurance coverage paid by the City.

21.4 Group life insurance in the face amount of Fifty Thousand (\$50,000.00) Dollars,

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with double indemnity, accidental death, dismemberment, and loss of sight provisions, shall be obtained and maintained in force for each employee.

21.5 Life insurance, in the face amount of Ten Thousand (\$10,000.00) Dollars, shall be obtained and maintained in force for each employee who retires.

21.6 The City agrees to furnish by insurance, or as a self-insured, sickness and accident benefits in the amount of Two Hundred Fifty (\$250.00) per week for a maximum of twenty-six (26) weeks, commencing on the 49th day after the occurrence. This payment is not in addition to sick days, but an employee may, at his option during the twenty-six (26) week period, utilize partial accumulated sick days to bring his gross income up to any amount to his daily base pay.

21.7 An employee may, at his option, withdraw from the group insurance plan provided by the City. Any employee who voluntarily elects to withdraw from the group insurance plan will receive a payment of One Hundred (\$100.00) Dollars per month paid quarterly by the City in lieu of said group insurance benefits. The voluntary election by said employee to withdraw from the group insurance plan shall be made between December 1st and December 20th of the year preceding any such withdrawal. Once the employee has made such election, the election to withdraw from the group insurance plan shall be irrevocable for a twelve (12) month period beginning January 1st following the election. Employees who seek to revoke such election for the subsequent year and return to the group insurance benefits provided by the City must notify the City in writing between December 1st and December 20th of the year preceding the intention to return to said group insurance benefits. Any such return to group insurance benefits provided by the City shall be effective January 1st immediately following the election to return to the City's group.

21.8 It is agreed that the City provides a optional health insurance coverage (Preferred Provider Option) with office visit co-pays of \$10.00 and emergency room calls of \$25.00. The City reserves the right to change the (PPO) so long as substantially equivalent coverage is maintained, and as long as the union has had at least thirty (30) days to review the proposed charges.

ARTICLE 22. DUTY CONNECTED ILLNESS OR DISABILITY

22.1 When an employee is injured or otherwise disabled under circumstances that entitle said employee to receive Workman's Compensation benefits, the City agrees to supplement the base pay of said employee for the entire period of disability, or until the employee is placed on the permanent disability list under the pension plan. Such benefits that are not solely related to the employee's presence on the job shall also be paid.

ARTICLE 23.
PERSONAL LEAVE DAYS

23.1 Each employee shall be entitled to five (5) personal leave days per year. Said personal leave days are non-accumulative. Except in the case of an emergency, the employee shall give twenty-four (24) hours notice of intent to take a personal leave day. Employees shall have the right to take personal leave days in one-half (1/2) day increments.

ARTICLE 24.
EDUCATION

24.1 The City shall pay the cost of tuition and any necessary expense in connection with job-oriented training, provided the employee is ordered to take said training by the City. The City will post notices of all schools that are open to eligible employees, and they will be allowed to volunteer for these schools. At the Chief's discretion, volunteers will be allowed to attend said schools.

24.2 The City shall pay the costs of tuition for officers taking any job-related college courses in the following amounts: with a grade of an A, 100% tuition paid; with a grade of B, 75% of tuition paid; with a grade of C, 50% of tuition paid. Any course or class required in a job-related curriculum shall be considered a job-related course and eligible for the payments as above-specified.

ARTICLE 25.
ASSIGNMENT OUT OF THE CITY

25.1 Employees on special assignment out of the City for authorized business for one (1) day or more shall be paid at their regular rate of pay for eight (8) hours per day or forty (40) hours per week. In the event that over eight (8) hours per day or forty (40) hours per week are worked out of the City, the overtime rate shall apply for all hours worked in excess of eight (8) per day or forty (40) per week. This paragraph shall not apply to assignments resulting from riot, insurrection, or civil commotion. Each employee shall receive a meal allowance of not more than Eight (\$8.00) Dollars for each meal he must purchase for himself while on a special assignment out of the City. Appropriate verification is required before payment will be made. It is understood that employees required to attend Court sessions in the Wayne County Circuit Court or the Detroit Recorder's Court are not considered to be on assignment out of the City for purposes of this paragraph.

ARTICLE 26.
FUNERAL ESCORTS

26.1 Funeral escorts for police officers from other departments who are slain in the line of duty are to be provided only with the approval of the Chief of Police and within a One Hundred Twenty-five (125) mile radius of the City of Melvindale.

ARTICLE 27.
POSTING OF INFORMATION

27.1 The City shall not post the names, addresses, phone numbers or any other information about officers in places accessible to the general public. The City shall post work schedules, vacations and similar schedules and notices in an area not generally accessible to the public.

ARTICLE 28.
PUBLICATION OF CONTRACT

28.1 Within thirty (30) days of the signing of the contract, the City shall publish the complete contract, and furnish a copy to each employee and a copy to the Union.

ARTICLE 29.
PENSIONS & RETIREMENT

29.1 It is the intention of the parties to transfer all members of this unit from the current pension plan contained in the system known as City of Melvindale Fire and Police Pension Plan II as defined in the City Charter as amended to the Michigan Municipal Employees Retirement System (MERS) as soon as can be practically implemented by the City and by the State of Michigan. Until such transfer to the MERS system is effected, the provisions of Pension Plan II as set forth in the previous Collective Bargaining Agreement, Article 28, shall be in effect.

29.2 Effective upon transfer to the MERS system the members of this unit shall be provided with the MERS system benefit level B-2. Effective upon the transfer of the members of this unit to the MERS pension system, the City agrees to provide a duty disability pension supplement to the B-2 benefit level for any duty pension up to a maximum of fifty (50%) percent of the employee's earnings in effect at the time of the duty disability retirement. Said earnings are defined as base pay, longevity, and holiday pay for the purpose of computing the City portion of the duty disability pension supplement. It is understood that this supplement shall be in addition to the benefit level received by the affected duty disability retiree under the MERS system and shall not exceed fifty (50%) percent of the employee's FAC under the MERS system in effect at the time of the duty disability retirement. It is further understood that this supplement shall be in effect until 12/31/2002 at which time the City shall no longer be required to provide said supplement and said supplement shall cease. Effective January 1, 1995, members of this unit shall be provided with the MERS pension system with the following benefits and optional riders: benefit level B-4, riders F50/25, FAC-3 and RS-50.

29.3 It is further understood by and between the parties that it is the intention of both the City and the Union to transfer both the City's contributions and the members' contributions from the current pension plan, Pension Plan II as defined in the City Charter Article 34 as amended, to the MERS system as soon as practicable. It is the intention of the parties that the individual members of this unit shall receive the same service credit in the MERS system as they have received in the City's Pension Plan II. It is further understood that upon the effectuation of the transfer of the members of this unit to the MERS system, the members of this unit shall have no further claim to any benefits under the City Pension Plan II and there shall be no retroactive

claim for any benefits under the City Pension Plan II, any such claims being expressly waived.

29.4 It is expressly understood and agreed by and between the parties that the contributions of the members of this unit to Pension Plan II up through and including December 31, 1989, shall be credited to the members' individual accounts in the MERS system effective upon transfer. All funds paid by the City into the Pension II shall be transferred, including those contributions made by the City from 1/1/90 and thereafter to fully fund Pension Plan II. It is expressly understood by and between the parties that all amounts paid by the City into Pension Plan II since 1/1/90 to fully fund the pension plan shall remain in the plan and these funds are not subject to claims by individual members of the pension plan. It is further understood that from and after 1/1/90 the pension benefits for the members of this unit are fully funded by the City of Melvindale on a sound actuarial basis.

ARTICLE 30. SALARY DIFFERENTIALS

30.1 The salary between ranks within the Melvindale Police Department shall not be reduced through execution by the City of an agreement with any collective bargaining unit within the Melvindale Police Department. This paragraph shall be construed to require the same dollar differential between ranks.

ARTICLE 31. JURY DUTY

31.1 An employee who is called in for jury service shall receive the difference between the employee's regular daily pay, less the amount received as jury pay, for a maximum of five (5) days per calendar year.

ARTICLE 32. PROMOTIONS

32.1 Promotions to the rank of Lieutenant shall be based upon examinations. There shall be a written examination, which shall be given a weight of seventy (70%) percent and an oral examination, which shall be given a weight of thirty (30%) percent.

32.2 No Sergeant shall be eligible to take the examination for the rank of Lieutenant until he shall first have two (2) full years in rank as a Sergeant at the time the examinations are administered. Each Sergeant taking the examinations will receive one-twelfth (1/12) of a point for each month of service over two (2) years.

32.3 Written tests shall be conducted by an independent testing agency mutually agreed upon by the parties. The oral examination shall be administered by a third party selected by the independent testing agency.

32.4 A minimum passing score on the written examination of seventy (70%) percent for the Lieutenant's examination is required before further testing. If no one passes the written examination, then all participants shall be retested. In the event of a tie, departmental seniority,

not prior City-wide seniority, shall govern.

32.5 The test bibliography and test date for the Lieutenant's examination shall be made available at least sixty (60) days in advance by the testing agency.

32.6 Promotions to the rank of Inspector shall be based upon examinations. There shall be a written examination, which shall be given a weight of sixty (60%) percent and an oral examination, which shall be given a weight of forty (40%) percent.

32.7 No Lieutenant shall be eligible to take the examination for the rank of Inspector until he shall first have two (2) full years of rank as a Lieutenant at the time the examinations are administered. Each Lieutenant taking the examinations will receive one-twelfth (1/12) of a point for each month of service over two (2) years.

32.8 Written tests shall be conducted by an independent testing agency mutually agreed upon by the parties. The oral examination shall be administered by a third party selected by the independent testing agency.

32.9 A minimum passing score on the written examination of sixty (60%) percent for the Inspector's examination is required before further testing. If no one passes the written examination, then all participants shall be retested. In the event of a tie, departmental seniority, not prior City-wide seniority, shall govern.

32.10 The test bibliography and test date for the Inspector's Examination shall be made available at least sixty (60) days in advance by the testing agency.

32.11 Promotional lists shall be in effect for two years from the date of certification.

ARTICLE 33. USE OF DISPATCHERS

33.1 It is understood that the employer may, at its discretion, employ and utilize civilian dispatchers to perform desk functions. It is understood that if the dispatchers are hired by the City, it will be in the non-classified service.

ARTICLE 34. RESIDENCY

34.1 All employees covered by the Agreement shall be permitted to reside within a twenty (20) mile radius extending from the City limits which shall include the following cities and areas: Allen Park; Belleville; Beverly Hills; Berkley; Birmingham; Centerline; Clawson; Dearborn; Dearborn Heights; Detroit; East Detroit; Ecorse; Farmington; Farmington Hills, Ferndale; Flat Rock; Franklin; Garden City; Gibraltar; Grosse ile; all five Grosse Pointes; Harper Woods; Hazel Park; Huntington Woods; Inkster; Lathrup Village; Lincoln Park; Livonia; Madison Heights; Northville; Novi; Oak Park; Plymouth; Redford Township; River Rouge; Riverview; Romulus; Roseville; Royal Oak; St. Clair Shores; Southfield; Southgate; Taylor; Warren; Wayne; Westland; Woodhaven; Wyandotte; Brownstown Township; Canton Township; Huron Township; Sumpter Township; and Van Buren Township.

ARTICLE 35.
MISCELLANEOUS

35.1 The changes in wages, benefits, and conditions of employment in this contract inure only to those members of the bargaining unit who are on the active roster on the date of this Agreement is signed by the parties, or who are placed on the active roster prior to expiration of this Agreement.

ARTICLE 36
DURATION


36.1 This agreement shall remain in full force and effect from January 1, 1994, until midnight, December 31, 1996, and thereafter until amended or modified as provided herein.

36.2 Either party may, on or after August 15, 1996, serve a written notice upon the other party of its desire to amend or terminate this agreement effective December 31, 1996. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract.

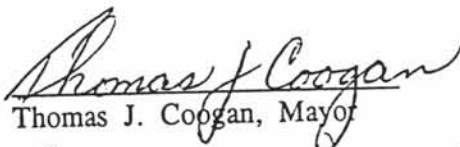
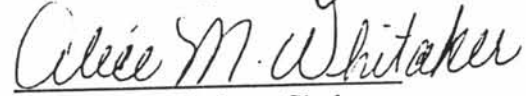
36.3 During the course of negotiations if said negotiations continue after the expiration date of this agreement, December 31, 1996, the parties may mutually agree to monthly extensions in thirty (30) day increments, and upon such agreement, the parties shall sign such extensions and upon the signing of such extensions the terms of this agreement shall remain in full force and effect for the agreed upon periods of extensions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this
14th day of MARCH, 1994.

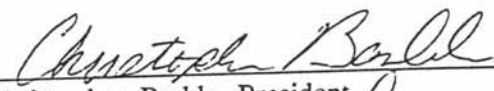
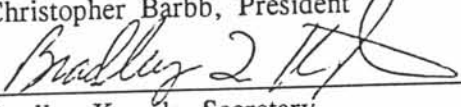
POLICE OFFICERS LABOR COUNCIL

By: 
Brian Smith
Field Representative

CITY OF MELVINDALE

By: 
Thomas J. Coogan, Mayor

Alice M. Whitaker, Clerk

MELVINDALE POLICE
SUPERVISORS ASSOCIATIONS

By: 
Christopher Barbb, President
By: 
Bradley Kropik, Secretary