

FEBRUARY 10, 1992

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BY CITY COUNCIL OF ECORSE  
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6/30/94

AGREEMENT  
BETWEEN  
CITY OF ECORSE  
AND  
POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(NON-SUPERVISORY OFFICERS AND  
COMMAND OFFICERS)

EFFECTIVE JULY 1, 1991 THROUGH JUNE 30, 1994

*Corse, City of*

ARTICLE 1.

AGREEMENT

1.1: This Agreement entered into this 12 day of February, 1992, by and between the City of Ecorse (hereinafter referred to as the employer) and the Police Officers Association of Michigan - FOAM - (hereinafter referred to as the Union).

1.2: The terms of this Agreement shall be retroactive to July 1, 1991 except as stated specifically in any one article.

1.3: That the City of Ecorse and the Union will share the cost to provide a copy of the agreement to each member of the Union, plus fifteen (15) extras. In that the City is interested in having the contract understood and followed by management, the City further agrees to furnish contracts to all supervision in the police department. Copies of all General and Special orders will be available for members to see.

ARTICLE 2.

PURPOSE AND INTENT

2.1: The intent of this Agreement is to set forth the terms and conditions of employment, which will promote orderly and peaceful labor relations for the mutual interest of Employer, its citizens and its employees and the Union.

2.2: The parties hereto acknowledge the responsibility of Employer and its Police Department to provide for the safety, protection, and well being of all employees and the citizens of Ecorse and others who may be within the City limits. It is further hereto acknowledged by the parties that this responsibility has been extended by virtue of the Downriver Mutual Aid Pact and encompasses same. Both the Employer and the Union recognize that the primary obligation of the Police Department is to serve the citizens. Furthermore, they are convinced that effective law enforcement activities depend upon personnel who give good service under good employment conditions, which conditions include but are not limited to rates of pay, hours of employment, and other conditions of employment.

2.3: To these ends the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the City and the Union and the employees.

ARTICLE 3.

RECOGNITION

3.1: The Mayor and Council of the City of Ecorse recognize the Union as the sole and exclusive bargaining agent for non-supervisory officers and command officers including Corporals, Detectives and Patrolmen, Lieutenants, Sergeants, hereinafter referred to as Police Officer(s), in the City of Ecorse Police Department, and the Mayor and Council, agree to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment.

3.2: The Union recognizes the Mayor and Council as its sole and exclusive employer for collective bargaining, wages, hours and conditions of employment. Further, the Union recognizes the Mayor and Council as the sole and exclusive administrator of this collective bargaining agreement. The Mayor and Council may, from time to time, designate its representative(s) to act in and on its behalf.

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

3.4: The mayor or Council, or any member of, cannot order bargaining unit members to perform any future service outside of the normal duties and responsibilities of a police officer. The Mayor and Council will recognize the department chain of command.

ARTICLE 4.

REPRESENTATION

4.1: It is mutually agreed that in the interest of establishing an orderly procedure for the implementation of the provisions of the Agreement, Employees in the bargaining unit shall be entitled to Union representation on the following basis:

4.2: President, Vice-President, Secretary and Treasurer in Local Association and Stewards and Alternate Stewards elected by Local Association.

4.3: A shift Steward or an Officer from the Local Association shall handle a grievance during the verbal step. The union and/or an officer of the Local Association may handle grievances from the Chief level on.

4.4: Stewards shall be full time members of the bargaining unit.

4.5: The Stewards and/or officers, during their working hours, without either loss of time or pay, may investigate and present grievances in accordance with grievance procedure including attendance at special conferences, after notification to their supervisors so that arrangements can be made for their release. This privilege shall not be denied unreasonably. Stewards and Alternate Stewards will not be released for simultaneous investigation of grievances, unless mutually agreed.

4.6: The Union and/or Officer of Local Association may perform the following:

A. Processing and investigation reported members' grievances

B. Differences concerning the intent and application of the provisions of the Agreement.

C. Represent members at hearings or proceedings affecting rights and/or benefits provided by this Agreement.

D. Confer with local Stewards, Officers and Members when necessary.

E. Officers and Members covered by this Agreement who have been elected or appointed by the Union shall be compensated at their regular rate for the time lost from work during their regular working hours while on official Union business in negotiation sessions with the employer and without requirement to make up said time (not to exceed five (5) employees).

4.7: The employer shall meet for the purpose of collective bargaining with a committee selected by the Union of not more than four (4) members of the Local Association who shall be released from duty. The Union may designate its spokesman.

4.8: If negotiations take place during the time a member of the Local Association's bargaining committee would normally be working, he shall be compensated at his regular wage rate for such time.

4.9: During the term of this Agreement, the Union shall inform the Employer in writing of the names of the Stewards and Officers of the Local Association. The Steward of any shift or Executive Board Member of the Local Association may represent members in their grievance, subject, however, to the operating needs of the Ecorse Police Department. Such time shall not be unreasonably or arbitrarily withheld. Under the above conditions, the employee, if such activity is during working hours, shall be compensated at his regular wage rate without loss of benefits.

4.10: When Union Officers are requested by the Chief or Deputy Chiefs to meet with them concerning Union business, outside of duty hours, those Union officers shall be paid for the time involved as call-in-time.

## ARTICLE 5.

### WORK SCHEDULES

5.1: Work Week: Forty (40) hours shall constitute a regular work week for all officers.

5.2: Work day: Eight (8) hours shall constitute a regular work day for all officers. Anything in excess will be declared overtime to be paid at the rate of time-and-one-half (1 1/2).

5.3: Leave Days: Normally leave days will be two (2) days together except for Special Investigation Unit assignment or mutually agreed between the City and the Union.

ARTICLE 6.

MANAGEMENT RIGHTS

6.1: Management reserves all rights relative to the utilization of manpower, number of employees, salaries, hours, transfers, etc., except as provided in this agreement.

ARTICLE 7.

GRIEVANCE PROCEDURE

7.1: Whenever a Police Officer has a complaint or grievance, he shall take it up first with the Union.

7.2: Step 1: The Union may file a grievance with the Chief of Police to attempt to settle the dispute. The Chief shall answer the grievance within fifteen (15) working days.

7.3: Step 2: If the grievance is not satisfactorily settled in accordance with Step 1 above, it shall be presented in writing by the Union to the Mayor or his Designated Representative within fifteen (15) working days after the Step 1 response is issued.

7.4: Step 3: In the event the Union is not satisfied with the disposition of the Mayors office, the Union may file the dispute with the American Arbitration Association or The Federal Mediation Conciliation Service for final and binding arbitration in accordance with their rules.

7.5: The City and the Union shall share the cost of arbitration.

7.6: Grievances must be filed in writing within fifteen (15) working days of the date of the incident or occurrence, fifteen (15) working days from the date that the employee has reasonable knowledge thereof, giving rise to the grievance.

ARTICLE 8.

DUES DEDUCTION

8.1: The City shall deduct from Officers all initiation fees and assessments as certified by the Union and forward same to the POAM authorized Treasurer each month. The authorization shall be irrevocable for the term of this Agreement.

ARTICLE 9.

AGENCY SHOP

9.1: All Police Officers shall be required as a condition of continued employment to become a member of the Union for the duration of this agreement or in lieu of membership shall pay to the Union the equivalent of Union initiation fees, dues and assessments as a service fee. The City shall, upon written notification from the Union, terminate any Police Officer not in conformance with this section.

9.2: The Union agrees to indemnify and hold the City of Ecorse harmless against any and all claims, demands, suits or proceedings arising out of, or by reason of, any action taken or not taken by the City in reliance upon the check off provision of this agreement or on the collections of any dues deductions authorization furnished by the Union to the City.

ARTICLE 10.

CONFERENCES

10.1 The Employer and a maximum of three (3) representatives of the Union agree to meet as often as monthly or when mutually agreeable at a mutually convenient time to discuss working conditions, which are general in nature and may affect the entire department. Such issues would be those which would improve the relationship between the parties and to discuss procedures for avoiding future grievances.

ARTICLE 11.

UNION MEETINGS

11.1: Upon notifying the Chief, the Union may schedule and conduct its meetings of Union members who are not on duty on Police Department property and provided that it does not disrupt the duties of employees or the efficient operation of the Department.

ARTICLE 12

UNION BULLETIN BOARDS

12.1: The Employer agrees to furnish the Union adequate bulletin boards at such locations as shall be agreed between the Union and the Department Head. The boards shall be used for the following notices:

A. Such matters that pertain to Union business and activities.

## ARTICLE 13

### CONVENTIONS

13.1: The parties hereto further agree that the four (4) members of the bargaining committee of the Local Association, jointly or severally, may attend one (1) State Convention and one (1) National Convention, each year, during the term of this Agreement without loss of pay or other compensation or benefits and without cost to the City for any expenses related thereto.

## ARTICLE 14.

### PERSONNEL FILE

14.1: An employee covered hereunder shall, on his request and by appointment, be permitted to examine his personnel file. An employee shall be given a copy of any material in his file if it is to be used in connection with a grievance or personnel hearing.

14.2: No material derogatory to an employee covered hereunder shall be placed in his personnel file unless a copy of same is provided the employee. The employee shall be given an opportunity to submit explanatory remarks for the record.

14.3: An employee may request that any derogatory material not relevant to his employment be reviewed and destroyed after one (1) year. The employee's department head will decide whether the material will be retained or removed from his personnel jacket, but the employee's employment history record shall not be altered. If the employee disagrees with his department head as to the relevancy of the material, the employee may request that the Chief render a decision on the matter. The Chief's decision shall be binding, provided, however, any derogatory material more than five (5) years old must be destroyed.

14.4: For purposes of privacy, employees shall be allowed to use department address as personal address on all reports, complaints and testimony.

14.5: In the event a letter of reprimand is removed and its recording expunged, an employee may, at any subsequent examination for promotion, respond that said employee has not been reprimanded.



ARTICLE 15.

DISCIPLINE

15.1: To update the method of discipline within the department and assure that all rights and guarantees are provided: The employer agrees that in imposing discipline, the department will act in a fair, consistent and equitable manner and any punishment will be related to the offense committed with due regard to circumstances of case and for the employee's past record. The employer and department recognizes the rights of employees and/or the Union, who may consider themselves aggrieved by any discipline proposed, to raise such grievance through the authorized grievance procedure.

15.2: The employer mutually agrees that in general, they will follow the principals of corrective and progressive discipline.

15.3: No warning need be given in cases where cause for suspension is dishonesty or drunkenness or use of narcotics, or for any employee who has been served with a warrant for High Misdemeanor or Felony, or has been indicted by a Grand Jury, and he/she may be suspended forthwith.

15.4: Charges of violation of Rules and Regulations: Department process must be brought about within thirty (30) days of said occurrence or when the department should have known of the occurrence.

15.5: In all disciplinary proceedings, the employee shall be presumed innocent until proven guilty and the burden of proof on all matters shall rest upon the employer.

15.6: An employee shall not be coerced, intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his rights under this article.

15.7: Nothing contained in this Agreement shall be construed to deny any Officer any rights, benefits, or beneficial procedures to which he, or she, may be entitled under the provisions of the contract.

15.8: Written notification within a reasonable time shall be given to the Steward or Union Officer after any disciplinary action is taken against any member which may result in any official entries being added to his personnel file.

15.9: The notice shall specify acts for which discipline is being imposed and the rules being violated and the disciplinary procedure or Chief's hearing. The notice shall be served on the employee and the President of the Local Association and a copy sent to the FOAM office. The notice should include reference to dates, time and places.

15.10: The Chief's hearing shall be convened within thirty (30) days of notification.

15.11: Discipline imposed by the Chief at the Chief's hearing may be appealed by a member directly to step two of the grievance procedure. All appeals of discipline to step two shall be made within ten (10) working days of the disposition of the discipline.

15.12: Decisions of the Chief's hearing shall be made within a reasonable period of time.

15.13: The member shall have the right to review his personnel file at any reasonable time. The member shall be furnished a copy of any new entry, and shall have the right to initial or sign such entry prior to its introduction into his file.

15.14: The Steward and/or other representatives of the Union shall have the right to be present and, if requested by the member to represent the member at each and all levels of disciplinary proceedings. Before any member shall be required to make any written statement or written reply pertaining to any alleged misconduct on his part, the matter shall first be discussed between the member and his commanding officer. The member shall have twenty-four (24) hours after such meeting to make the written statement. This shall not pertain to departmental report forms.

15.15: All employees shall be given warning of their work not being up to par, and instruction on how to improve in writing.

#### ARTICLE 16.

##### RECORDS AND INFORMATION

16.1: All records, reports and other information pertaining to a pending grievance or negotiations or arbitration or an involved employee, shall be made available for inspection by the Union.

#### ARTICLE 17.

##### RULES AND REGULATIONS

17.1: It is mutually agreed that rules and regulations shall be reasonable and be administered in a fair and equal manner.

ARTICLE 18.

NON-DISCRIMINATION

18.1: The provisions of this agreement shall be applied fairly and equally to all employees in the bargaining unit without favor or discrimination because of age, sex, marital status, race, color, creed, national origin, religious beliefs, political affiliation or union membership.

18.2: The City agrees that there shall be no coercion by discrimination, interference, restraint, or coercion by the City or any of its agents, or servants, on behalf of or against any of its employees because of membership in the Union.

18.3: An employee of the Department who is found guilty of an act of discrimination, as defined in Section 1 of this article, against a member of the bargaining unit during the effective period of this contract, shall be punished in accordance with government regulation. The penalty will be suspension without pay or separation from the Department.

18.4: No department supervisor or representative of the City shall discriminate against an employee because he has joined, or has chosen to be represented by the Union or taken part in any grievance procedure or other hearings, negotiations, or conferences as part of the Union recognized under the terms of this Agreement.

ARTICLE 19.

SAFETY CLAUSE

19.1: Safe Conditions: It is the intent of the parties that no employee shall be required to work under conditions which are unsafe or unhealthy beyond the normal hazards inherent in the operation in question.

19.2: The Employer shall have the sole responsibility to maintain all equipment in a safe operating condition when furnished by the Employer for use by the member in the performance of his assigned duties.

19.3: Each officer assigned patrol or transporting people shall be assigned a prep radio at all times. On duty Detectives shall have radios available.

19.4: A safety committee comprised of one (1) member appointed by the Union and one (1) member from the Employer shall be established for the purpose of conducting regular monthly meetings in order to discuss, recommend and implement safety procedures as they relate to the equipment used by the members of this bargaining unit as supplied or should be supplied by the Employer in accordance with the recommendations of said committee.

19.5: All members shall be furnished shields to protect eyes and ears while shooting on any range.

19.6: Because it has been found that range air contains lead poison, the range air will be drawn outside as required by State Laws.

19.7: No two (2) probationary officers with less than six (6) months' seniority shall work together, unless in the case of emergency.

19.8: Vehicles. If a vehicle should be determined by a shift supervisor to be defective or unsafe for use during any tour of duty, no employee shall be required to operate such vehicle until the same has been cleared, by a mechanic, as fit for the road.

19.9: Equipment. Proper equipment such as blankets, fire extinguishers, and flares shall be made available to all employees on duty, in patrol vehicles, during any normal eight (8) hour shift. Other equipment such as ropes and pry bars shall be placed in the command vehicle. Before being placed on the road, each vehicle shall be equipped with Push Bumpers.

## ARTICLE 20

### POSITIONS - NEW OR CHANGED

20.1: If an agreement cannot be negotiated as to changes in classifications or job descriptions or as the salary range for a new classification or as to whether such new or changed classification should be in or out of the bargaining unit, the matter shall be subject to the grievance procedure and a grievance may be filed directly to arbitration.

20.2: The above shall not include assignments, unless there is a significant change in job description.

## ARTICLE 21

### TRADING TIME

21.1: The existing practice of allowing employees to trade days and shifts shall be continued.

ARTICLE 22

POLITICAL ACTIVITY

22.1: Members have the same rights to participate in political activity while off duty and out of uniform, as any citizen.

ARTICLE 23

SENIORITY

23.1: Seniority of a new member shall commence after the member has completed his probation of two (2) years and shall be retroactive from the date said employee is placed on the payroll as a police officer. A member shall forfeit his seniority rights only for the following reasons:

- A. He resigns and does not rescind his resignation within ten (10) days.
- B. He is dismissed and is not reinstated by a court or an arbitrator.
- C. He is absent without leave for a period of five (5) consecutive days or more (exceptions to this may be made by the employer on the grounds of good cause for failure to report).
- D. He retires.
- E. He fails to return to work within ten (10) days from the date of certified mailing of recall notice.
- F. He fails to return to work within the time limits of a leave of absence or an extended leave of absence.

23.2: Seniority list shall be furnished to the Union by the employer once each six (6) months.

23.3: Choice of furloughs shall be on a shift seniority basis as past practices.

23.4: Seniority shall be determined by the employee's length of service while in the department. Time spent in the armed forces on military leave of absence, other authorized leaves, and time lost because of duty-connected disability shall be included.

23.5: In the event an employee is separated from the department as a result of disciplinary action and subsequently reinstated to his position, his seniority shall be maintained from the original date of hire.

23.6: Seniority shall carry over from one classification to another with the bargaining unit positions with the Ecorse Police Department.

ARTICLE 24.

LAYOFF AND RECALL

24.1: If it is necessary to layoff personnel because of lack of funds, the following procedure will be followed. It is understood that the idea of last hired, first laid off shall be accomplished on a department-wide basis.

24.2: Anyone to be laid off shall receive a written notice thirty (30) days prior to any layoff.

- A. First, all part-time and temporary employees will be laid off.
- B. Second, probationary personnel will be laid off in inverse order of date of hire.
- C. When it is necessary to layoff members of the bargaining unit, the member with the lowest seniority will be laid off first.
- D. The next lowest seniority person will be laid off next, etc., etc.

24.3: No one will be hired either part-time, temporary or otherwise until those who have been laid off have been brought back.

24.4: Recall: Employees last laid off will be the first to be given the opportunity to return to work.

24.5: Seniority shall be retained by any laid off employee for a period of two (2) years or for a period of months equal to the months worked on the department before being laid off or whichever is less.

ARTICLE 25

JOB VACANCIES AND JOB ASSIGNMENTS

25.1 Job vacancies and promotions shall be filled and job assignments made upon the basis of seniority, provided the employee is qualified. The claim of any employee that he has been unreasonably or unjustly transferred, reassigned, or denied a job opening shall be subject to the grievance procedure. This provision shall include promotion to the first position outside the bargaining unit.

25.2 Shift assignments shall be on the basis of seniority.

25.3 Job vacancies shall be posted for a minimum of ten (10) days prior to the filling of the vacancy. A job vacancy shall be filled no later than twenty (20) days from the date of posting.

25.4: A vacancy for lieutenant in the detective bureau shall be filled by the most senior person provided he is qualified and provided further that he has at least six (6) months experience as a permanent employee in the detective bureau.

25.5: An employee filling a job vacancy shall be subject to a maximum of six (6) months probationary period in the new assignment. At any time during the probationary period if it is determined that the employee is not qualified, he shall be returned to his former position.

25.6: Every thirty (30) days during an employee's probationary period, performance reports may be filed with the Chief. The employee shall receive copies of any such reports.

25.7: Job vacancy is defined as a job created by transfer, promotion or leave of absence over six (6) months, provided: That nothing in this agreement shall be so construed so as to deny the City the right to abolish or leave positions vacant.

25.8: A job vacancy is defined as a job created by separation, transfer, promotion or leave of absence over six (6) months.

25.9: Nothing in this Article shall apply to the filling of temporary assignments or vacancies in the special investigation unit (narcotics, undercover, vice). A temporary unit assignment is defined as one which lasts no longer than thirty (30) days.

25.10: No tests will be required for promotions during the term of this contract.

## ARTICLE 26

### ADOPTION BY REFERENCE

26.1: The parties further agree that all provisions of the Charter, Police Department Manual, Ordinances and Resolutions of the City as of the date of this contract, relating to the working conditions and compensation of officers are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth, providing they are not in conflict with the terms of this agreement.

ARTICLE 27

PART-TIME - AUXILIARY- RESERVE OFFICERS

27.1: Part-time, auxiliary, or reserve police officers shall not be assigned police work which is normally assigned to full-time sworn personnel. The described officers shall be relegated to the following duties: Parking enforcement, towing, Miscellaneous Traffic and Ordinance Control (not to include alcohol enforcement, radar speed enforcement and vehicle accident investigation), Special Foot Patrols, and Sporting Events, School crossings, Council security, Park patrols, Bank escorts and Prisoner Transfer limited to the counties of Genesee, Lapeer, Lenawee, Livingston, Macomb, Monroe, Oakland, St. Clair, Washtenaw and Wayne. Said officers shall not be used to augment shift personnel to avoid provisions of this labor agreement, i.e. overtime. A Part-Time police officer is defined as an individual who is fully certified to function as a Law Enforcement Officer by the Michigan Law Enforcement Training Counsel in the State of Michigan.

ARTICLE 28

POLICE OFFICERS' BILL OF RIGHTS

28.1: It is recognized that the citizen's complaints against police officers must be investigated in order to preserve the integrity of the profession. This investigation shall be carried out in an expeditious and professional manner. Further, that the Constitutional Rights of those individuals involved shall be preserved.

28.2: Whenever a member of the bargaining unit is under investigation, or subject to examination or questioning by a commanding and/or the appropriate bureau or unit for any reason which could lead to disciplinary action, transfer or charges, such investigation or questioning shall be conducted under the following conditions:

28.3: The questioning shall be conducted at a reasonable hour, preferably at a time when the member is on duty. If such questioning does occur during off time of the member being questioned, he shall be compensated for such time in accordance with the overtime provisions of the contract.

28.4: The member under questioning shall be informed prior to such questioning of the rank, name and command of the officer in charge of the investigation, the questioning officers and all persons present during the questioning. All questions directed to the officer under questioning shall be asked by one person at a time.

28.5 The member under investigation shall be informed of the nature of the investigation and see written charges, accusations or letters of complaint and have time to discuss these with the Union and/or attorney.



28.6: Where charges against an officer do not involve a possible violation of the criminal law, the officer if ordered to do so, shall make a written statement in response within twenty-four (24) hours of the receipt of the written charges, accusations or letters of complaint. Failure to make such a statement may result in disciplinary action.

28.7: Questioning sessions shall be for reasonable periods and shall be timed to allow for personal necessities and rest periods as are reasonably necessary; provided that no period of continuous questioning shall exceed one (1) hour without a ten (10) minute rest period, without the member's consent.

28.8: The member under questioning shall not be subject to abusive language. No promise of reward shall be made as an inducement to answering any questions; nor shall his name, home address, or photographs be given to the press or news media without his express consent.

28.9: If a tape recording is made of the questioning, the member shall have access to the tape if any further proceedings are contemplated.

28.10: If the member about to be questioned is under arrest, or likely to be placed under arrest as a result of the questions, he shall be completely informed of all his constitutional rights prior to the commencement of any questioning.

28.11: Prior to any conversation pertaining to actions of members that may result in disciplinary action to any member of this bargaining unit, the Union shall be present. Furthermore, if the member so requests, the Union shall represent the member.

28.12: A member of the bargaining unit may be requested or required to subject himself to a polygraph examination. A member shall not be subject to disciplinary action for refusal to submit to a polygraph examination, nor shall any said refusal reflect a presumption of guilt or innocence.

28.13: No member of his bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which he presented testimony under oath and has been sworn to secrecy.

28.14: If an employee is suspended or dismissed as the result of disciplinary action or because he is charged with the commission of a felony, the employer will continue to pay the employee's contractual insurance premiums until the suspension is resolved through arbitration or court decision. If the employer's action is upheld or the employee is found guilty of the charges alleged against him, then the employee shall repay the City the money expended for contractual insurance

premiums which monies may be deducted from the employees's accumulated sick leave, personal leave, vacations and compensatory time banks. The employer's obligation to pay the employee's contractual insurance premiums shall be limited to the amount of monies available in the employee's accumulated sick leave, personal leave, vacation and compensatory time banks.

28.15: No member of this bargaining unit will be subject to disciplinary action for taking part in political activity when not on duty and out of uniform.

28.16: The employer will represent a member against whom a claim or civil suit is brought for any act, action or omission arising out of and in the course of his employment.

28.17: Any discussion or conversation occurring between a Union Representative and any member who has been charged with a violation of the Rules and Regulations or charged with any contract violation, shall be privileged to the extent that the Union officer shall not be called to testify as to said conversations in any arbitration or civil service hearing.

#### ARTICLE 29

##### EQUIPMENT

29.1: It shall be the duty of the employer to make available to all employees on duty during any normal tour of duty any equipment which may be required such as helmets, night sticks, batteries, flares, raincoats, shot guns, gun racks for cars, ammunition, and chalk. In addition, there will be provided fifty (50) rounds of .40 caliber per quarter to each employee for training purposes.

#### ARTICLE 30

##### NON-ECONOMIC NEGOTIATIONS

30.1: That the Union may negotiate non-economic items with the appropriate City agency.

#### ARTICLE 31

##### WAGES AND RANK REQUIREMENTS

31.1: See Appendix A for wage schedule and rank requirements.

ARTICLE 32

UNIFORMS

32.1: The employer shall provide each "new" uniformed member of the department, at the expense of the employer, the following equipment:

- A. (1) Comp. 3-cell flashlight
- B. (1) Bucco Helmet (complete)
- C. (3) Uniform Trousers
- D. (4) Long Sleeve Shirts
- E. (4) Short Sleeve Shirts
- F. (1) Tuffy Jacket
- G. (1) Lightweight Jacket
- H. (1) Pair Black Military Shoes
- I. (1) Raincoat
- J. (2) Ties and (1) Tie Bar
- K. (1) Complete set Black Plain Leather
- L. (2) Name Plates
- M. (1) Dress Blouse
- N. (1) Belt
- O. (1) Hat
- P. Patches on shirts and jackets

32.2: It is further understood and agreed that if the employer requires additional equipment or supplies, it will be at the expense of the employer.

32.3: Articles of clothing or personal property damaged or destroyed during the course of a member's assigned performance of police duty as determined by the Chief, shall be repaired or replaced at the expense of the employer.

ARTICLE 33

GUN ALLOWANCE

33.1: The City shall pay each police officer a gun allowance of \$668.00 annually, and such shall be paid to each employee during the month of his date of hire into the Ecorse Police Department.

ARTICLE 34

CLOTHING AND CLEANING ALLOWANCE

34.1: The City agrees to pay each officer a clothing allowance of \$300.00 per year and a cleaning allowance of \$325.00 per year and such allowance shall be paid to the employee during the month of his date of hire into the Ecorse Police Department.

ARTICLE 35

HOLIDAY PAY

35.1: That for each fiscal year the City shall include in the annual salary of each Police Officer pay for fourteen (14) holidays per year consisting of:

- A. New Year's Day
- B. Martin Luther King's Day
- C. Washington's Birthday
- D. Lincoln's Birthday
- E. Memorial Day
- F. Independence Day
- G. Labor Day
- H. Columbus Day
- I. Thanksgiving Day
- J. Christmas Eve Day
- K. Christmas Day
- L. Veteran's Day
- M. Easter
- N. General Election Days

35.2: That should any of the above days fall on a Police Officer's regular work day, the officer shall be compensated at the rate of time and one-half his regular base rate in addition to section 35.1.

35.3: That the traditional calendar day on which the holiday falls shall be considered as the holiday under the provisions of holiday pay section.

35.4: If for any reason other City employees are given a day or part of a day off with pay, that is not a part of a day off with pay, that is not a part of the agreement they have with the City, the City shall pay each member of the police department as follows:

- A. If the day falls on a police officer's regular work day the officer shall be compensated at the rate of double his regular base rate.
- B. If the day falls on a police officer's regular off day, the officer shall be compensated at the rate of time and one half his regular base rate.

ARTICLE 36

HOSPITAL AND DENTAL INSURANCE

36.1: Bargaining unit members, their married spouse, and dependent off-spring children eighteen (18) Years of age or younger; and upon written application, dependent offspring children who are nineteen (19) to twenty-five (25) years of age and attending full-time school, shall be covered by and have the option to select Blue Cross-Blue Shield MVF-2 Plan, (including the drug rider with a \$2.00 deductible), Health Alliance Plan (HAP), Health Care Network or any other additional plans offered by the City of Ecorse. Specific details of coverage may be obtained by contacting the Controller's office. The above plans shall be paid for by the City, except employees selecting the Blue Cross-Blue Shield plan will be required to contribute to the cost of this insurance in the following manner:

Employee's hired after January 1, 1980 selecting Blue Cross/Blue Shield Plan will be required to contribute to the cost of the insurance as follows:

SINGLE PERSON COVERAGE - \$18.00  
TWO PERSON COVERAGE - \$34.00 BI-WEEKLY  
FAMILY COVERAGE - \$37.00 BI-WEEKLY

Any new hires will be required to contribute for this coverage if selected.

Such monies shall be deducted from the Employee's wage on a bi-weekly basis.

36.2: Each member of the Ecorse Police Department and his or her family, exclusive of retirees, shall be covered by Blue Cross Blue Shield Dental insurance with \$1,000.00 maximum and 75/25 co-pay, or the equivalent coverage. Specific details of coverage may be obtained by contacting the controller's office. The above plan shall be paid for by the City, except that employee's hired after January 1, 1980 will be required to contribute to the increased cost of the improved dental coverage if so selected, in the following manner:

SINGLE PERSON COVERAGE - \$2.87 BI-WEEKLY  
TWO PERSON COVERAGE - \$4.46 BI-WEEKLY  
FAMILY COVERAGE - \$7.07 BI-WEEKLY

Such monies shall be deducted from the Employee's wage on a Bi-weekly basis.

36.3: Each member of the Ecorse Police Department and his or her eligible family members, after his or her retirement shall be covered by Blue Cross Blue Shield MVF-2 Plan (including the drug rider with a \$2.00 deductible) or they may select any other health plan offered by the City, paid for by the City. Retirees are not covered by Dental Insurance. Any new hires after July 1, 1991 will be required to contribute to the cost of the Blue Cross Blue Shield Plans if selected as stated in 36:1 and 36:2.

ARTICLE 37

LIFE INSURANCE (DEATH BENEFIT)

37.1: The City shall provide each member of the Ecorse Police Department with a death benefit of Twenty Thousand (\$20,000.00) Dollars on or off the job. The benefit shall provide for double indemnity for accidental death, whether occurring on or off duty. Additionally the city shall provide the employees spouse with a death benefit of Two Thousand (\$2,000.00) Dollars and the employees dependent children with a death benefit of One Thousand (\$1,000.00) Dollars (under 6 months \$100.00). Retired Department members shall have a death benefit furnished by the City in the Amount of Five Thousand (\$5,000.00) Dollars. Retired Department members spouse and children shall have no death benefit.

ARTICLE 38

OVERTIME PAY

38.1: Each Police officer shall be paid for all the time worked over eight (8) hours per day and for all days or parts of days worked over the five (5) day week. This pay shall be at one and one-half times the base-holiday rate of pay.

38.2: The police officer may at his option, request and receive, in lieu of overtime pay, compensatory time at the rate of one and one-half times the hours worked. All employees will be allowed to carry a maximum of eighty (80) hours compensatory time on the books. All hours earned in excess of eighty (80) hours shall be paid in cash, monthly.

38.3: Double Back: Police officers who work the day shift starting Sunday mornings and report back to work on the Sunday midnight shift shall receive an additional three (3) hours pay at straight time rates.

38.4: The department will make a sincere effort to equalize overtime. The overtime list shall be posted.

38.5: The City will not change the work schedule resulting in the loss of overtime.

## ARTICLE 39

### CALL BACK

39.1: Call in. Employees called back to work after they have completed their regular eight (8) hour tour of duty or if called back on their regular day off, shall receive one and one-half (1-1/2) time for all hours but in no case less than three (3) hours minimum at time and one-half, providing it is not contiguous to their regular work schedules.

39.2: Call-In - Emergency. "Emergency Call-in" shall be defined as the specific request of the Chief or his designee for an employee to return to duty in the instance of an emergency. Emergency shall be defined as, but not limited to: civil disorders, natural disaster, emergency status declared by an agency of competent jurisdiction, etc. In such instance, an employee shall be paid time and one-half his regular rate of pay.

39.3: Tests. Where an officer is called to the station to give a test for which he is trained or is required to make any court appearance, he shall receive call-in pay at time and one-half his regular rate of pay, notwithstanding the fact that such work is performed during time contiguous to the officer regular work schedule.

## ARTICLE 40

### COURT TIME

40.1: That each Police Officer shall receive his regular rate of pay for all court appearances while such court appearance is during his normally scheduled shift and will receive time and one-half for such appearance if the officer is scheduled for off duty time. If court appearances are during off duty time the minimum payment for local court appearances shall be three (3) hours at one and one half (1-1/2) times the officers regular rate of pay and for court appearances other than the 26th District Court, Division 2 the minimum shall be four (4) hours at one and one half (1-1/2) times the officers regular rate of pay.

## ARTICLE 41

### SHIFT DIFFERENTIAL

41.1: Each Police Officer shall receive a shift differential of thirty-five cents (\$.35) per hour for the afternoon shift, and forty cents (\$.40) per hour for the midnight shift.

## ARTICLE 42

### VACATIONS

42.1: After one (1) year, seven (7) vacation days. After two (2) years, fourteen (14) vacation days. After three (3) years and over, twenty-eight (28) vacation days. Eligibility: Each bargaining unit member shall be eligible for vacation each year after he or she has been in the continuous employ of the City for not less than twelve (12) continuous months. Each year thereafter that a bargaining unit member works one thousand six hundred (1,600) straight time hours he/she shall then be eligible for a full vacation. Bargaining unit members who perform less than one thousand six hundred (1,600) straight time hours shall receive a pro-rated vacation. Provided however, that any employee absent from work for reason of duty related illness or injury shall be credited with such period of absence as if such period had been worked for the purpose of this vacation eligibility provision. Determination of duty relatedness shall be consistent with eligibility for Worker's Compensation.

42.2: A police officer shall receive a full day's pay for each vacation day.

42.3: After completion of fifteen (15) years an employee shall receive one (1) additional vacation day with pay.

## ARTICLE 43

### SICK AND FLEX DAYS

43.1: Employees will be allotted six (6) flex days per year, accumulative to not over 40 days, and such days to be granted at the commencement of each contract year. The current sick day bank to be frozen and used only in the event an employee has already utilized his six (6) flex day per year allotment. Additionally, the City will pay one tenth (1/10th) of the bank remaining each year in the month of July to the employee until, through sick day use and/or subpayment, the bank has been reduced to forty (40) days. It is understood that twenty-four (24) hour notice will be given when taking a flex day for other than sickness. Management may require proof of illness when flex days are used without twenty-four (24) hour notice given.

## ARTICLE 44

### DETECTIVE BUREAU EXPENSE ACCOUNT

44.1: That each police officer who is a member of the Detective Bureau, shall receive an expense account of \$45.00 per month for expenses. Such vouchers shall be maintained by the individual officer involved, and shall be presented to the City upon demand. Each officer affected shall submit monthly the total amount of expenses claimed.



ARTICLE 45

STAND-BY PAY

45.1: Each police officer who is a member of the Detective Bureau or who is trained as a Breathalyzer Operator shall receive the sum of \$225.00 per year as compensation for being on stand-by duty provided that there shall be no duplication of stand-by pay for any police officer. The above to be paid in July of each year.

ARTICLE 46

BEREAVEMENT PROVISION

46.1: That a member shall be granted three (3) working days off when a bereavement occurs in order to attend the funeral of a spouse, father, mother, brother, sister, father-in-law, mother-in-law, daughter, son or stillborn child; also spouse's brother and sister, both sets of grandparents, stepparents, and step-children.

46.2: If death occurs over three hundred (300) miles away or in an unusual hardship case, an additional two (2) working days may be granted with permission of the Chief of Police.

46.3: That should bereavement occur during period of vacation, an additional three (3) working days shall be allowed such member over and above vacation time.

ARTICLE 47

PHYSICAL EXAMINATIONS

47.1: The City shall, at its expense, provide each employee upon request a complete physical examination once every two (2) years. The place and persons giving the examinations to be agreed upon by both the City and the Union.

47.2: The City shall, at its own expense, provide each employee with a copy of the physician's report within twenty (20) days of its receipt by the city.

ARTICLE 48

MILITARY SERVICE

48.1: That an officer who is an active member of the National Guard or any Reserve Unit, and who is called to serve with his unit for any reason, will be compensated by the City, while such duty lasts up to and including thirty (30) days. The officers seniority will continue while he serves up to thirty (30) days. The amount compensated by the city will be the difference between military and regular pay.

48.2: That any officer who is drafted to serve his country as an active member of armed forces shall receive full credit toward his seniority for the time spent.

ARTICLE 49

PRIVATELY OWNED VEHICLE

49.1: If a police officer is directed to use his privately owned vehicle for any police purpose or to transport himself to and from a school he is attending at the direction of the Chief of Police, he shall be compensated at the rate of (\$.25) per mile at the expense of the City.

ARTICLE 50

EDUCATION

50.1: Police officers will be reimbursed for tuition and books needed for any approved course related to the police field upon successful completion of the course.

ARTICLE 51

UNEMPLOYMENT COMPENSATION

51.1: Any member who is laid off for lack of work or funds shall receive the same benefits under the same rules, regulations and statutory requirements as if the Michigan Unemployment Compensation Act, being MSA 17 501 et seq, as amended, applied.

## ARTICLE 52

### WORKER'S COMPENSATION

52.1: In the event any employee is sick or is injured in the performance of his duty as a police officer, whether during scheduled hours or otherwise, he shall receive the difference between his full pay and his Worker's Compensation for the period of his disability in accordance with the procedures in the Police Department manual and the City Charter for up to two years.

52.2: All present benefits shall be maintained with the exception of Hospital, Medical and Dental benefits where the Employers obligation to pay such benefits will terminate after two years.

52.3: No sick days shall be deducted for duty-connected sickness or injury.

52.4: If a determination is made that any sickness or injury is duty connected, all sick days used shall be returned to employee.

## ARTICLE 53

### MATERNITY LEAVE

53.1: A member shall notify her supervisor when she has medical proof of pregnancy. She may continue in regular employment until her personal physician certifies her personal safety may be endangered through continued regular employment. If the member desires to continue working and her physician certifies she is able to perform non-hazardous duty, the Chief shall temporarily assign her to such work.

53.2: While maternity leave is unpaid leave, when a member commences her leave, accumulated sick days may first be utilized, upon expiration of sick days, she may utilize accumulated holiday and annual leave. Upon expiration of all such time, or at her request, she will be placed on an unpaid leave of absence until her physician determines she is capable of performing the duties of the regular employment. An unpaid leave of absence for maternity shall not extend more than six (6) months following termination of pregnancy. The member shall return to her former job assignment and classification and seniority shall be retained.

## ARTICLE 54

### PENSION

54.1: The parties adopt (but only to the extent not superseded herein) by reference, the provisions of Chapter XV, the City of Ecorse Charter, titled Pensions and Disability Benefits for Policemen and Firemen provisions, subject to the following additions and/or modifications, it being understood and agreed that no employee covered under the terms and conditions of this Collective Bargaining Agreement shall receive a reduction in any pension amount by reason of any of the terms and conditions set out in this section of this Collective Bargaining Agreement, and it being understood and agreed that to the extent of any conflict between the pension provisions of the Charter and this Collective Bargaining Agreement, the terms of this Collective Bargaining Agreement shall be controlling and shall supersede the Charter provisions.

54.2: All pension benefits shall be fully vested in each employee after ten (10) years of service with the City of Ecorse. An employee who has less than ten (10) years of actual service, whose employment is terminated, voluntarily or involuntarily, through other than disability injury, shall be entitled to return of all contributions made by that employee under the pension plan. Benefit entitlement shall commence at age sixty (60) years, and the same shall not inure to other persons.

54.3: (1). The pension trust fund shall be under the supervision and management of the Board of Trustees of the Pension Fund Board which shall have the authority and duty to manage and administer the pension trust fund in accordance with the powers, duties and limitations as set forth in Public Act 55 of 1982 (MCLA 38.1121 et seq. MCL 3.981 (112) et seq.), other applicable law, and as set forth herein. The Board of Trustees shall be vested with the general administration, management and responsibility for the proper operation of the pension trust fund.

(2). The monies and investments of the pension fund shall be used for no purpose other than payment of benefits under the pension system and the payment of expenses for maintaining and investing the funds of the system and properly managing and operating the system in accordance with applicable law.

(3). In addition to the authority, duties and responsibilities set forth above, the Board of Trustees shall: (1) Calculate and certify the annual pension benefits due any eligible retiree from the Police and Fire Pension Fund, consistent with applicable law and applicable collective bargaining agreements; (2) Make rules and regulations necessary to the proper conduct of the business of the pension trust fund; (3) Retain legal, medical, actuarial, clerical, or other services as may be necessary for the conduct of the affairs of the pension trust fund and make compensations for the services retained; (4) Cause amounts, as authorized to be deducted from the salaries of active members of the retirement system and be paid into the pension trust fund; (5) Certify to the City

council, the amount to be contributed by the City, as provided by applicable law; (6) Keep and maintain accurate records or correspondence, investments and other business transacted by the Pension Fund Board, and copies of such records will be filed with the City Clerk; (7) Hold meetings at least once a month and conduct meetings in accordance with the Open Meetings Act of the State of Michigan; (8) Disburse the pensions and other benefits payable under this act; and (9) Provide or cause to be provided actuarial reports, investment reports and copies of the minutes of meetings of the Board of Trustees to the City Clerk.

54.4: The Pension Board shall undertake to apply for a determination letter from the Internal Revenue Service which letter will provide that the pension system is a qualified plan pursuant to applicable sections of the Internal Revenue Code and the City shall do all necessary and required to assist in obtaining said determination letter.

54.5: It is agreed by the City and the Association that the pension plan and trust has been created for the exclusive benefit of the members and beneficiaries as set forth herein. The funds thereof have been established for the benefit of the members and the operation of the pension system. No part of the principal and income of any of the funds of this plan and trust shall revert or be returned to the City prior to the satisfaction of all liabilities hereunder to all members, beneficiaries and anyone claiming by or through them.

54.6: Employees covered under the terms and conditions of this Collective Bargaining Agreement who have accrued 25 years of Service with the City may retire with full pension benefits regardless of age.

54.7: The parties are aware of the legal requirements applicable to the funding of public employee retirement systems. The Board of Trustees shall retain an actuary and arrange for actuarial evaluations annually or as determined by the Board of Trustees. Such actuarial evaluations shall determine what amounts, if any, would be necessary to pay into the pension plan in accordance with the State constitution (Article 9 Section 24) and any other applicable federal, state or local law. The City shall then continue to pay, from its general fund or otherwise, any amounts necessary to cause the pension plan to become actuarially sound. An actuarial report shall be made yearly.

54.8: Compulsory Retirement:

Any Fireman or Policeman who attains the age of Sixty (60) years shall be retired and pensioned as herein provided, irrespective of length of service.

54.9: 1. Total Disability Defined:

The term "totally disabled" herein used shall be construed to mean physically unable from any cause, either violent, accidental or natural, to perform his official duties. A person totally disabled shall be considered to have a total disability.

2. Medical Director:

(A) The Board of Trustees shall appoint a physician to serve as Medical Director of the Retirement system who shall serve at the pleasure of the Board of Trustees.

(B) The Medical Director shall arrange for and pass upon all medical examinations required, shall investigate all essential statements and certificates by or on behalf of a member in connection with application for disability retirement and in connection with all applications for death benefits, and shall report in writing to the Board of Trustees his conclusions, medical findings, and recommendations on matters referred to him.

3. Application for Benefits

Application for pensions shall be made to the Board of Trustees with an informational copy filed with the City Clerk for transmittal to the City Council. The application for pension shall be made on a form approved by the Board of Trustees and such application shall name medical persons and facilities having medical information regarding the applicant. Such application form shall include medical authorizations and releases to be signed by the applicant enabling the Board of Trustees to obtain medical reports to be submitted to the Board which will become part of the pension file of the applicant. The applicant shall submit to a medical examination by the Medical Director as scheduled by the Medical Director.

The Board shall request the Fire and/or Police Department to provide all available applicable medical records which shall be added to the member's pension file. The pension file with the medical history shall be submitted to the Medical Director who shall review such pension file, examine the applicant and report his medical findings, conclusions and recommendations to the Board of Trustees. The Board of Trustees shall grant or deny the application for disability benefits after the Board's review of the written report of the Medical Director.

#### 4. Medical Board of Review

(A) If the Board of Trustees, the disability applicant, or any beneficiary shall disagree with the medical findings of the Medical Director, the Board of Trustees on its own motion may or on petition of any such disability applicant, beneficiary shall refer the matter in dispute to a Medical Board of Review consisting of three (3) physicians or surgeons, of whom one (1) shall be named by the Board of Trustees, one (1) by the affected disability applicant or beneficiary, and the third by the two (2) physicians so named. Any referral to a Medical Board of Review shall be made within thirty-five (35) days of the Board's grant or denial of disability benefits. The Medical Director shall in no case be a member of the Board of Review. The two (2) members of the Board of Review named by the Board of Trustees and the disability applicant shall be named within thirty-five (35) days after the filing of such petition. The two (2) physicians shall promptly mutually agree to the selection of the third member of the Medical Board of Review. The Board of Review shall promptly examine the medical findings in dispute, may examine the member, and shall within sixty (60) days from its appointment file with the Board of Trustees a written report of its findings, which shall be final and binding as to the medical findings. The reasonable expense of such Board of Review as determined by the Board of Trustees shall be paid from investment earnings of the Retirement System.

#### 5. Total Disability Pension

If a member shall become totally disabled for duty as a police officer or firefighter, by reason of injury, illness or disease resulting from any cause, on written application to the Board of Trustees by or on behalf of such member or by the head of his Department, such member shall be retired; provided (1) the Medical Director, after examination of such member, makes medical findings supporting the member's total incapacity and recommends to the Board of Trustees that the member be retired on disability and (2) no Medical Board of Review is requested seeking review of the findings of the Medical Director.

#### 6. Total Disability Benefits

Any fireman or policeman subject to retirement as set forth in this agreement shall upon his own application and may upon the application of the Department Head be retired on a pension of sixty-two and one half (62-1/2%) percent of his average monthly rate of pay determined over the period of three (3) years proceeding the date of his total disability provided that if he is determined to be totally disabled before he has served a period of three (3) years, said pension of sixty-two and one half (62-1/2%) percent of his average monthly rate shall be determined over the full period of his employment.



#### 7. Termination of Disability

Any Fireman or Policeman whose retirement for disability has been effectuated or terminated shall at any time upon the request of himself or the Board of Trustees, be re-examined by the Medical Director who shall report his findings, conclusions and recommendations to the Board of Trustees. If the Board of Trustees, after receiving the report of the Medical Director, shall find that said total disability has ceased, then such Fireman or Policeman shall be returned to duty at full pay, provided, however, that such former employee has not waived his rights to re-employment by the City of Ecorse via written agreement as part of a redemption settlement or otherwise between such fireman or policeman and the City.

#### 8. Partial Disability-Definition/Benefits

No benefits shall be paid from the Retirement System for partial disability. A member who is partially disabled shall be entitled to apply for Worker's Compensation benefits.

#### 9. Records

The Board of Trustees shall keep a record of all its proceedings, including a complete history and record of the action of its Board in granting or denying pension benefits and shall provide such information to the City Clerk.

#### 10. Burial Expense

If death results to a member before his retirement because of the contracting of any disease or illness or the suffering of any injury as a result of occupation while in the performance of duty, there shall be paid from the Pension Fund in addition to the benefits hereinbefore provided, the reasonable expense of his burial not exceeding the sum of Three Hundred (\$300.00) Dollars.

#### 11. Survivor's Benefits

If any Fireman or Policeman of the City of Ecorse shall die from any cause, either before or after service or disability retirement, a pension in the same amount provided by this Agreement shall be paid to his widow or children as additional payments for services rendered as follows:

(1) If such Fireman or Policeman leaves a widow, then to said widow until her death.

(2) If such Fireman or Policeman leaves no such widow, or if such widow shall later die, then his surviving children under eighteen (18) years of age, each to share equally, until he or she attains the age of eighteen (18) years or dies, whichever occurs first, including posthumous children if such person dies before retirement, and excluding any children born after retirement.



## 12. Re-Examination of Beneficiaries

(A) Once each year during the first five (5) years following retirement of a member on a disability pension or a disability retirement allowance and at least once in every three (3) year period thereafter the Board of Trustees may, and upon his application, shall require any disability beneficiary, if he would not then be eligible for a service retirement allowance had he remained in active service; to undergo a medical examination; such examination shall be made by, or under the direction of the Medical Director at a place to be fixed by the Board of Trustees. Should such disability beneficiary refuse to submit to such examination, his disability pension or disability retirement allowance may be discontinued until he shall submit to such examination and should such refusal continue for sixty (60) days, all his rights in and to a pension may be revoked; revoked by the Board of Trustees. If on medical examination of the beneficiary, the Medical Director reports, and the report is concurred in by the Board of Trustees, that the beneficiary is physically able and capable of resuming active duty as a Policeman or Fireman, he shall be restored to such duty and his disability pension shall cease. Such member so restored to active duty shall be returned to duty in a rank or grade equivalent to or higher than the rank or grade in which he was serving at the time of his last retirement and his compensation shall be that provided for the rank or grade in which he is restored to service. It shall be the duty of the City to restore such member to duty forthwith provided, however, that such member has not waived his rights to re-employment by the City via written agreement between such member and the City.

(B) If the Board of Trustees shall find that a disability beneficiary is engaged in a gainful occupation, paying more than the difference between his last compensation as an active employee and his disability pension, the amount of his pension shall be reduced to an amount, which together with the amount earned by him, shall equal the amount of his last compensation. Should his earnings be later changed, the amount of his pension may be further modified in like manner.

(C) A disability beneficiary, who shall be reinstated to active service, as provided in this section, shall from the date of such restoration again become a member of the pension fund; and he shall contribute to the Fund thereafter in the same manner and at the same rate as he paid prior to his disability retirement. Any prior service on the basis of which his services were computed at the time of his retirement shall be restored to full force and effect, and he shall be given service credit for the period of time he was in retirement due to such disability, except in the case of nonservice connected disability.

## 13. Medical Board of Review

As to all applications under this Article, the medical findings of the Medical Board of Review shall be binding on all parties.

#### 14. Disability Pension Offset by compensation Benefits

Any amounts which may be paid under the provisions of any workmen's compensation, or pension, or similar law to a member, or to the dependents of a member on account of any disability or death, shall be offset against any payable out of funds provided by the pension trust fund under the provisions of the pension trust fund on account of disability or death.

54.10: The City acknowledges that trustees have a legal duty to meet their fiduciary obligations to the trust fund, its members and beneficiaries and from time to time will attend court hearings, other meetings relative to business of the pension trust fund, and educational conferences and seminars. The City agrees that should such meeting and/or hearing dates occur on days that any trustee is scheduled to perform his duties as police officer, firefighter or controller, such trustee shall be excused with pay to perform his duties as pension fund trustees. It is agreed, however, that attendance at pension educational conferences and seminars shall not exceed six (6) paid working days per year for each trustee.

54.11: Effective July 1, 1988, the Board of Trustees of the pension trust fund shall use a formula whereby the Board utilize total earnings for the consecutive 36-month period of employment selected by the Employee (excluding any lump sum payments which is not applicable to that period), divided by 3, multiplied by 2.5% multiplied by years of service, divided by 12, determines the monthly pension benefit. The retiring employee shall receive annual pension benefits payable monthly in said monthly amount subject to the following maximum 65% limitations.

54.12: The value of any unused sick leave amounts, vacation time, standby pay, comptime, and any unpaid balance for longevity, gun allowance, food and clothing allowance shall be paid in cash to the retiree by the City from city general funds within 30 days of the effective date of retirement.

54.13: Effective July 1, 1988, Plan shall become a non-contributory plan and the employees shall not be required to make any contribution. The employer shall fund the plan as provided by the Circuit Court Judgement Levy until such time as the Court Judgement Levy is satisfied at which time the provisions of 54.07 will be in effect.

54.14: A full retirement is an employee within at least 25 years service (which can include military service per article 54.19 if purchased) or disability retirement. The formula for a full retirement is explained in 54.11. All employees with at least 20 years of service (which can include military service per article 54.19 if purchased) but not yet 25 years of service may take an early retirement. This retirement will be reduced by 2.5% or the fraction thereof for each year short their full retirement. For example, an employee on his 20th year anniversary would select his 36 consecutive month period, divided by 3, multiplied by 50%, divided by 12, determines his monthly

pension benefit.

54.15: All employees who are covered under these terms and conditions of this Agreement, and who either retire at full pension benefits or an early retirement benefit shall receive both health and life insurance as described in this Agreement.

54.16: Applications for either a full retirement or any early retirement, shall be made to the Board of Trustees with an information copy filed with the City Clerk for transmittal to the City Council.

The retirement options may be selected at any time by the employee.

54.17: Unless contrary to Michigan Law, all employees hired after January 1, 1980, and including those hired after the signing date of this agreement, shall come under the MERS Plan B3, F-50 (25 years), FAC 3, and earn benefits accordingly under that plan. The retirement earned percentage will be adjusted to 2.35% with 25 years regardless of age adjusting said plan.

54.18: Employees may elect to transfer to MMERS Pension Plan B3, FAC3, F-50 (25 years) and earn benefits accordingly under that plan and have all past employee contributions to Ecorse Police & Fire pension plan refunded to employees by the Ecorse Police & Fire Pension System.

54.19: Employees may purchase upon approval of the City Council a maximum of four (4) years military service in the same manner as allowed in the City's MERS plan.

## ARTICLE 55

### LONGEVITY

55.1: All City employees who have completed twenty (20) or more years of service on November 1, 1959, shall be entitled to payment in the amount of \$500.00, i.e.:

- (a) \$400.00 computed at \$20.00 per year, plus
- (b) \$100.00 base longevity pay for each City Employee and annually thereafter on November 1, as long as they remain in the service of the Employer.

A. All employees with less than twenty (20) years of service shall be entitled to payment in the amount of \$20.00 per year for each year of completed service, plus a \$100.00 base longevity pay, payable annually on November 1 as long as they remain in the service of the Employer.

B. Under no circumstances shall any advance payment be made, nor shall an employee be entitled to more than one payment in any twelve (12) month period.

- C. Seven (7) or more months service in the starting year of employment at full time based on a forty (40) hour work week shall qualify that period as a full year of service.
- D. On or after November 1, an employee must be on the payroll on that longevity date to be entitled to longevity payment, except in the case of the death of the employee or those employees placed on the retirement list, in which case, they (or their beneficiaries) shall be entitled to payment if their completed work period is equal to seven (7) months or more.
- E. Any employee on leave of absence without pay on November 1, shall be entitled to longevity pay in the amount of \$20.00 per year for each year of completed service, plus the \$100.00 base longevity pay during the fiscal year in which such leave of absence occurs, if he or she subsequently returns to the employ of the City, in which case the employee's accumulated service record shall show a deduction of the months that the employee is on a leave of absence.
- F. For the purpose of computing longevity payments, all employees shall be given credit for all previous service, even though such service was not continuous, provided that the length of service shall be reduced by the number of months during which the employee was not employed by the City.
- G. Any offense, such as misfeasance, insubordination, or dereliction of duty by any employee, which offense has resulted in dismissal previous to or during the inception of this plan, shall automatically disqualify the employee from any longevity benefits payable after such dismissal.
- H. The City Council shall lay and collect annually by taxation the sum of not to exceed one-half (1/2) mill of the assessed valuation of the real and personal property of the City for the purpose of carrying into effect the provisions of this Chapter, which shall be in addition to the limitations of taxation imposed by Section 2 of the Chapter 12 of the Charter of the City of Ecorse for its general fund and other funds, provided for and constituted under the provisions of Section 2 and subdivisions two (2) and three (3) of Section 22 of Chapter XII of said charter.

ARTICLE 56

MAINTENANCE OF CONDITIONS

56.1: The City agrees that it will make no unilateral changes in the wages, hours, and conditions of employment, unless permitted by this Collective Bargaining Agreement.

ARTICLE 57

RESIDENCY

57.1: The City shall not require residency in the City of Ecorse as a condition of employment for any employee, however, that such employee shall establish a residence within 20 miles of any border (excluding Canada) of the City of Ecorse.

ARTICLE 58

DURATION

58.1: This contract shall be in effect for the following three year period: July 1, 1991 through June 30, 1994 and replaces the contract which covered the period of July 1, 1988 through June 30, 1991.

RANK REQUIREMENTS


59.1: Effective 7/1/91 and expiring with the expiration of this contract the following ranks shall be allocated and maintained in the department. Vacancies existing and/or occurring during this period shall be filled within thirty (30) days of such existence and/or occurrence. Work duties and job assignments will be determined by the Chief.

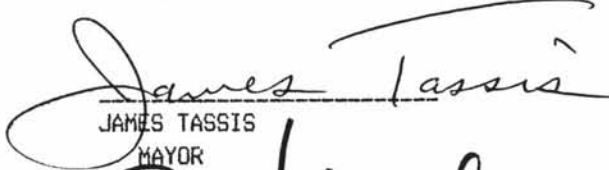
6 Lieutenants  
8 Sergeants  
5 Corporals/Investigators

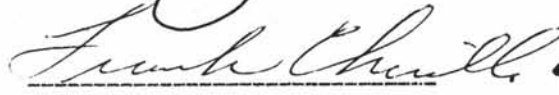
IN WITNESS WHEREOF, the parties hereto have set their hands this  
24 day of February, 1992.

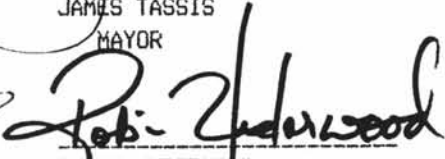
POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

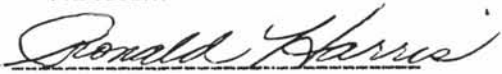
CITY OF ECORSE


  
\_\_\_\_\_  
WILLIAM BIRDSEYE  
BUSINESS AGENT

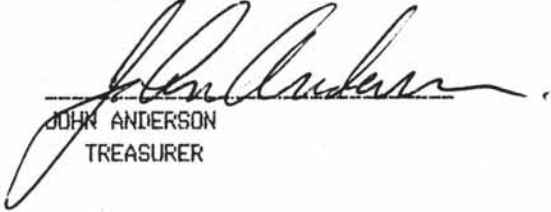
  
\_\_\_\_\_  
JAMES TASSIS  
MAYOR

  
\_\_\_\_\_  
FRANK CHIRILLO  
PRESIDENT

  
\_\_\_\_\_  
ROBIN UNDERWOOD  
CLERK

  
\_\_\_\_\_  
RONALD HARRIS  
VICE PRESIDENT

  
\_\_\_\_\_  
LLOYD PINSON  
SECRETARY

  
\_\_\_\_\_  
JOHN ANDERSON  
TREASURER

APPENDIX A  
WAGE SCHEDULE  
EFFECTIVE JULY 1, 1991  
THROUGH JUNE 30, 1994

ECORSE POLICE DEPARTMENT

NO POLICE OFFICER WILL BE REDUCED IN PAY DUE TO THE NEW STEPS CREATED.  
(EX: A POLICE OFFICER RECEIVING \$32,114.66 WITH THREE (3) YEARS OF  
SERVICE WILL BE PLACED AT THE NEW RATE OF \$33,238.67. POLICE OFFICER -  
SIX (6) YEARS OF SERVICE REGARDLESS OF ACTUAL NUMBER OF YEARS SERVED  
WITH THE DEPARTMENT.)

RANK	JULY 1991	JULY 1992	JULY 1993
LIEUTENANT	\$39,578.99	\$40,964.25	\$42,602.82
SERGEANT	\$37,793.22	\$39,115.99	\$40,680.62
CORPORAL/INVESTIGATOR	\$35,536.63	\$36,780.41	\$38,251.63
POLICE OFFICER-6 YEARS	\$33,238.67	\$34,402.02	\$35,778.10
POLICE OFFICER-5 YEARS	\$31,543.70	\$32,647.73	\$33,953.64
POLICE OFFICER-4 YEARS	\$29,849.40	\$30,894.13	\$32,129.89
POLICE OFFICER-3 YEARS	\$27,717.30	\$28,687.41	\$29,834.90
POLICE OFFICER-2 YEARS	\$25,585.20	\$26,480.68	\$27,539.91
POLICE OFFICER-1 YEARS	\$23,453.10	\$24,273.96	\$25,244.92
COMPLETION OF ACADEMY	\$21,321.00	\$22,067.24	\$22,949.92
POLICE OFFICER-TRAINEE	\$18,117.52	\$18,751.63	\$19,501.70