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12/31/97

AGREEMENT BETWEEN
THE CITY OF MELVINDALE
AND
POLICE OFFICERS ASSOCIATION OF MICHIGAN
JANUARY 1, 1995 - DECEMBER 31, 1997
MELVINDALE POLICE OFFICERS ASSOCIATION OF MICHIGAN

Melvindale, City of

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ARTICLE 1

AGREEMENT

1.1 This Agreement entered into this 21st day of May, 1997, between the City of Melvindale, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or the "City"), and the Melvindale Police Officers Association (hereinafter referred to as the "Association"), represented by the Police Officers Association of Michigan, existing under the laws of the State of Michigan (hereinafter referred to as the "Union").

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 Union 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 Association of Michigan 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 officers below the rank of Sergeant. The City agrees to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment.

3.2 Employees and Association representatives shall have the right to join the Union, to engage in lawful, concerted activities for the purpose of collective negotiation or bargaining or other mutual aid and protection, to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employees 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 initiation fees, dues and assessments as certified by the Association and forward same to the Association each month. The authorization shall be irrevocable for the term of this Agreement.

3.4 The City shall continue the payroll savings plan whereby employees can place savings in the Lincoln-Allen Credit Union.

ARTICLE 4

AGENCY SHOP

4.1 All employees in the bargaining unit shall (1) either remain or become members of the Union as such is permitted by applicable law, or (2) shall commence to pay to the Union a service fee, as permitted by applicable law, to be used for collective bargaining, contract administration and grievance adjustment. Said service fee shall not exceed the amount of regular dues and fees assessed members of the Union.

4.2 All future employees within the bargaining unit shall either (1) elect to become members of the Union thirty-one (31) days after employment by the Employer, or at some later time, or (2) shall commence to pay to the Union a service fee, as defined above, commencing at the thirty-first (31st) day of employment by the Employer.

4.3 The Employer agrees to make monthly collection of Union dues (not including fines or assessments) or the service fee for any employee submitting a signed payroll deduction authorization to the Employer, and to pay over to the Association the total amount thus deducted for all such employees. The Union shall furnish authorization slips.

4.4 When deductions begin: Check-off deductions under all properly executed authorization forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the employee's first pay thereafter and from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible after the deduction, with a list of employees from whom dues have been deducted.

4.5 Termination of check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke his authorization upon written notice to the Employer and the Union within the fifteen (15) day period immediately prior to the expiration date of the Agreement.

4.6 Employees who fail to comply with the requirements of this Article within thirty (30) days of receipt of written notice from the Union of delinquency shall be suspended by the Employer until the earliest of (a) the employee complies with the requirements of this Article, or (b) the passage of ten (10) days of suspension. If the employee has still not complied after such ten (10) days, he shall be discharged.

4.7 Limit of Employer's liability: The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

4.8 The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this section.

ARTICLE 5

REPRESENTATION

5.1 The Union shall be represented in all contract bargaining negotiations by a committee of up to five (5) elected officers and a representative of the Police Officers Association of Michigan. 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 to be resolved 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.

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) **calendar** 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) **calendar** days of receipt of the grievance, unless mutually extended.

Step 3. If the grievance is not resolved as set forth in Step 2, it shall be submitted by the Union to the Commission of Public Safety within fifteen (15) days of the response of the Chief. The Commission of Public Safety shall hold a meeting within thirty-one (31) days after receipt of the grievance. A written determination shall issue from the Commission of Public Safety within ten (10) days of said meeting.

6.3 Grievances affecting a number of employees may be treated as a policy grievance. The seven (7) day time limit in Section 6.2, Step 1, applies.

ARTICLE 7

ARBITRATION

7.1 Any unresolved grievances having been processed through the last step of the grievance procedure may be submitted to arbitration by the Union in accordance with this Article.

7.2 Arbitration shall be invoked by written notice to the Employer by the Union of intention to arbitrate within ten (10) days of the receipt of the written determination 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 Union shall refer the matter for resolution to the Michigan Employment Relations Commission (M.E.R.C.).

7.3 The decision of the Board of Arbitrators shall be final and binding upon the City, the Union and the affected employees.

7.4 Costs incurred for the purpose of arbitration, such as the arbitrator's fee, the Michigan Employment Relations Commission (M.E.R.C.) fees, hearing room fees, and the like will be shared equally between the Employer and the Union. However, each party shall be solely responsible for its own costs of arbitration, such as attorney fees and witness fees.

ARTICLE 8

DISCIPLINE

8.1 All employees shall have the right to be represented by the President, his representative, and/or a Police Officers Association of Michigan representative at all disciplinary conferences or procedures, except that the City has the right to take disciplinary action immediately in emergency situations.

8.2 Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any employee which results in official entries being added to

his personnel file. Further details or documentation of disciplinary actions shall be available to the Union, only, upon the employee's written authorization.

8.3 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 a subsequent 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 subsequent reprimand that it was issued for a subsequent offense. The subsequent reprimand with the note concerning the subsequent offense shall be removed at the expiration of two (2) years from the date of issuance.

8.4 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 taken. If the employee receives a subsequent 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 subsequent suspension that it was issued for a subsequent offense. The subsequent suspension with the note concerning the subsequent offense shall be removed at the expiration of four (4) years from the date of issuance.

ARTICLE 9

SENIORITY

9.1 Seniority of a new officer shall be commenced after the officer has completed his probation period of one (1) year and shall be retroactive from date of last employment. The Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, except for probationary employees discharged or disciplined for other than Union activity.

9.2 An employee 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 the grounds of good cause for failure to report).
- D. He retires.
- E. He separates upon disability, unless returned to work by order of the Pension Board - in which event the employee shall not accrue seniority

during his separation.

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

9.4 Unless otherwise provided in this Agreement, job assignments shall be made on a basis of seniority, provided the employee is qualified.

9.5 Choice of vacations and days off shall be on a seniority basis. The present practice of splitting days off at option of employees shall be continued.

9.6 Layoffs and recalls shall be on the basis of seniority.

ARTICLE 10

GENERAL CONDITIONS

10.1 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.

10.2 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 in the Mayor, Council, Commission of 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.

10.3 Discharge or Discipline. 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.

10.4 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.

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

10.6 Records. All records, reports and other information pertaining to a pending grievance for an involved employee shall be made available for inspection by the Union 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.

10.7 Special Conferences. Special conferences for important matters will be arranged between the Association President and the Employer or its designated representative upon the request of either party. Such meetings shall be between no more than two representatives of the Employer and no more than two bargaining unit representatives. The Association and employer may also be represented by outside representatives. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up at the special conferences shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for time spent in such special conferences.

10.8 Work Schedules. The practice of alternating the shifts each twenty-eight (28) days shall continue. The work schedule shall be posted at least fifteen (15) days in advance of the start of the new schedule. The schedule shall be signed by the employees at least fifteen (15) days in advance of posting and any request for a schedule change must be made more than five (5) days in advance of the work period.

10.9 In the event of an emergency or extraordinary situation, the schedule may be changed if said emergency threatens to materially impair operations within the Department without said change. Any such changes shall be completed on the basis of seniority.

10.10 The parties agree that vacations and personal leave days do not constitute an emergency or extraordinary situation.

10.11 The parties further agree that isolated emergencies or extraordinary situations of short duration will not result in a change of schedule for the entire month, but only for the period of the emergency or extraordinary situation.

10.12 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.

10.13 Extra Work. Temporary assignments to school and social functions shall be made and offered first to midnight shifts, second to the afternoon shift and then on a compulsory basis from the day shift. Should the time of said activity occur during the day shift hours and extra help be needed, the compulsory assignment shall be from the preceding shift.

A. The midnight shift shall mean the shift coming on duty at midnight the night of the function, except on a "Change" of shift night, then the midnight shift will mean the midnight shift that had completed its tour of duty the day of the function and had completed this duty at 8:00 a.m. of that date.

B. When three (3) or less men are requested to attend or work a function, no Sergeant will have the privilege to apply to work that function until all patrolmen have been contacted. It shall be mandatory that a Sergeant be in charge if over three (3) men are requested or if there is a special request for a Sergeant to be in charge if three (3) or less are required.

10.14 Non-Police Work. Employees shall not be required to serve as school crossing guards or perform animal control duties. In the event of an emergency or extraordinary situations, the employee may, during his normal tour of duty, be dispatched to perform the function.

10.15 Vehicle Maintenance and Replacement. The City will develop a protocol to ensure vehicles are maintained and replaced so as to protect the safety of the employees.

ARTICLE 11

WAGE SCHEDULE

11.1 The following wage rates will be effective for the years 1995 through 1997:

Effective 1st pay period of the 1995 year (2%)

Patrolman (after 2 years of service)	\$37,029.64
Patrolman (2nd year)	32,360.45
Patrolman (1st year)	27,745.24

Effective 1st pay period of the 1996 year (2%)

Patrolman (after 2 years of service)	\$37,770.23
Patrolman (2nd year)	33,007.66
Patrolman (1st year)	28,300.14

Effective 1st pay period of the 1997 year (2%)

Patrolman (after 2 years of service)	\$38,525.63
Patrolman (2nd year)	33,667.81
Patrolman (1st year)	28,866.14

The retroactive portion of the wage increases specified above will be paid no later than August 15, 1997.

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

ARTICLE 12

UNIFORM ALLOWANCE

12.1 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.

12.2 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.

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

12.4 Upon a uniform change (any change in style or color), the City will provide initial uniform issue. Initial issue to be defined as a reasonable number of applicable clothing items.

12.5 Vests: The City will replace a vest when it is determined to be defective by a City-approved manufacturer, following FBI guidelines.

ARTICLE 13

GUN ALLOWANCE

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

13.2 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.

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

ARTICLE 14

OVERTIME AND CALL-IN TIME

14.1 The City shall pay each employee time and one-half (1 ½) for all hours worked in excess of eight (8) in any day, and forty (40) in any work week.

14.2 Overtime pay shall not apply, however, to the time involved in the ordinary and

usual change of shift.

14.3 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). Those 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. 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 (½) 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 an employee 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.

14.4 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 - 19 minutes	-	½ hour pay
30 - 44 minutes	-	45 minutes pay
45 - 60 minutes	-	one (1) hour pay

14.5 A police officer working in a higher classification after a minimum of two (2) hours shall be paid at the rate of the higher classification for all hours worked in the higher rank while on that shift. This shall be limited to one (1) employee per shift. Voluntary trading of days between employees shall not entitle an employee to out-of-classification pay.

14.6 Call in is by shift first, four (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 patrolman volunteers 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 oncoming 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 oncoming supervisory rank.

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

If none available, oncoming low supervisory position shall be ordered.

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

If none available, offered to oncoming supervisory rank.

If none available, low patrol shall be ordered.

On the weekend, if an officer is needed for an 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 not available, off duty patrolmen from other shifts shall be called by seniority.

If no one is available, oncoming 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.

14.7 If no patrolmen are available to work the overtime voluntarily, a Sergeant may be called in, in the same rotation as above.

14.8 An employee shall be paid one (1) hour call-in time when asked to attend a school where said attendance requires the employee to leave for attendance at said school prior to shift starting time. The City shall endeavor to send employees to school when said employees are not scheduled to work on a regular shift.

14.9 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.

14.10 If an officer spends more than two (2) hours in court on his scheduled day off, he will be paid a minimum of four (4) hours overtime.

ARTICLE 15

LONGEVITY

15.1 Commencing on the first anniversary date of employment, each employee shall be paid the sum of Twenty Five Dollars (\$25.00) a year for each year's service with the City. Commencing the 11th year of service, each employee shall be paid the sum of Thirty Dollars (\$30.00) 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 Forty Dollars (\$40.00) a year for each year's service with the City. Said longevity shall be paid on the anniversary date or on the last working day prior to the anniversary date. The maximum shall be One Thousand (\$1,000.00) Dollars.

15.2 Employees on personal leave of absence for more than ninety (90) days in an anniversary year shall not receive longevity pay for that year.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 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 spouse, son, daughter, stepchild, brother, sister, son-in-law, daughter-in-law or the father or mother or stepparent of either employee or spouse.

16.2 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 and sister-in-law, uncle or aunt. One (1) day a year may be taken to attend the funeral of a person not defined above.

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

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

ARTICLE 17

HOLIDAYS

17.1 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).

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

17.3 The following list is agreed to between the parties as the dates of occurrence for the holidays listed:

<u>HOLIDAY</u>	<u>DATE OF OCCURRENCE</u>
New Years Day	Date of Occurrence
Martin Luther King Day	Nationally Observed Date
Lincoln's Birthday	Date of Occurrence
Washington's Birthday	Nationally Observed Date (Also known as Presidents Day)
Good Friday	Date of Occurrence
Easter	Date of Occurrence
Memorial Day	Nationally Observed Date
Independence Day	Date of Occurrence
Labor Day	Date of Occurrence
Veterans' Day	Date of Occurrence
Thanksgiving Day	Date of Occurrence
Day After Thanksgiving Day	Date of Occurrence
Christmas Day	Date of Occurrence

ARTICLE 18

VACATIONS

18.1 Each employee shall be entitled to paid vacation days each 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-rata basis.

18.2 The vacation roster will be posted no later than August 15th of the year preceding the vacation selection period(s). Each officer, by seniority, will make his vacation selection beginning on November 1st of that year, with the entire vacation selection process completed by December 31st, ~~of the preceding year.~~ GP

18.3 Vacation selection shall be made in accordance with each officer's shift assignment. However, no more than one officer from each shift will be off during the same vacation period.

18.4 The additional vacation days for employees with more than ten (10) years of service, as of June 30th of each calendar year, shall be selected after all other officers have selected their vacation days on a seniority basis. Application for those additional vacation days must be made by May 1st.

18.5 Upon written approval from the Chief, an employee may carry his vacation for one (1) year and take it the following year.

18.6 Employees shall receive the following vacation:

During the first year of service,	
after six (6) continuous month of service:	5 days
During the second year of service:	10 days
After 3 years of service:	15 days
After 4 years of service:	20 days
After 10 years of service:	25 days
After 20 years of service:	26 days
After 21 years of service:	27 days
After 22 years of service:	28 days
After 23 years of service:	29 days
After 24 years of service:	30 days

ARTICLE 19

SICK LEAVES

19.1 Employees will accumulate sick time at the rate of one (1) day per month with no limitation on the number of accumulated days. At retirement or termination of employment, the employee will be paid for the number of accumulated sick days up to and including a maximum of one hundred sixty (160) days. 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 the employee leaves active service with the following exceptions: holiday and longevity pay shall be continued to the effective date of retirement. Medical and group insurance shall continue to the effective date of retirement.

19.2 Employees who use two (2) or less sick days per year will receive an additional five (5) days sick leave credited to their accumulated days.

ARTICLE 20

INSURANCE

20.1 The City agrees to pay the full premium for its self-insured health insurance plan through Ameraplan, Inc., based upon American Community Insurance Plan No. 3383, or its equivalent, for the employee and his family. The plan or its equivalent shall include a prescription drug rider (\$2.00 deductible). The plan currently in effect for Police Department employees is designated as Ameraplan, Inc. Group No. 400.

It is understood that during the contract term, the plan shall include the following:

- A. A deductible of Two Hundred Fifty (\$250.00) Dollars for the employee's hospital stay and a deductible of Five Hundred (\$500.00) Dollars for the family members.
- B. A cost containment provision which would require, among other things, a requirement of second opinions as a prerequisite to certain surgery.

The City reserves the right to change insurance carriers 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 changes.

20.2 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.

20.3 Employees who retire after the effect date of this agreement, and retired employees who already have such coverage provided by the City, 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.

20.4 Group life insurance in the face amount of Fifty Thousand (\$50,000.00) Dollars, with double indemnity, accidental death, dismemberment, and loss of sight provisions, shall be obtained and maintained in force for each employee.

20.5 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 after January 1, 1980.

20.6 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.

20.7 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. As used in this Section 20.7, the term "group insurance" includes health, optical and prescription drug rider insurance but excludes life insurance.

20.8 It is agreed between the parties that the City may offer as optional health insurance coverage a preferred provider option (PPO), or a health maintenance organization (HMO). If offered, employees may elect to use these optional insurance programs on a voluntary basis. It is understood between the parties that the City is not required to offer these optional coverages, but may do so if it deems said programs to be cost effective.

ARTICLE 21

DUTY-CONNECTED ILLNESS OR DISABILITY

21.1 When an employee is injured or otherwise disabled under circumstances that entitle said employee to receive Workers' 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 22

PERSONAL LEAVE DAYS

22.1 Each employee shall be entitled to three (3) personal leave days per year. Effective January 1, 1993, each employee shall be entitled to five (5) personal leave days per year. Said personal leave days are nonaccumulative. Except in the case of emergency, the employee shall give twenty-four (24) hours notice of intent to take a personal leave day. Personal leave days can be taken only at a time when overtime is not required unless otherwise approved by the Chief. Employees shall have the right to take personal leave days in one-half ($\frac{1}{2}$) day increments subject to prior approval of the Chief. At least two (2) personal days per employee shall not be denied per year.

ARTICLE 23

EDUCATION

23.1 The City shall pay the cost of tuition and any necessary expenses in connection with job-related 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.

23.2 The City shall pay the costs of tuition up to \$1,000 per calendar year for officers taking any job-related college courses in the following amounts: with a passing grade, 100% 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. The employee will be reimbursed after completion of a course within ninety (90) days following the Chief's approval and request to the Controller.

23.3 All new employees hired after January 1, 1989, who receive schooling or training (the Academy or in-house) at the City's expense and who separate from the Police Department within three (3) years shall reimburse the City for the cost of schooling or training on a pro rata basis.

ARTICLE 24

ASSIGNMENT OUT OF THE CITY

24.1 Employees on assignment out of the City for prisoner transportation, schooling or other City-authorized business for more than one (1) day shall be paid at the regular rate of pay for eight (8) hours work per day. 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.

ARTICLE 25

FUNERAL ESCORTS

25.1 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 26

POSTING OF INFORMATION

26.1 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, vacation schedules and similar notices in an area not generally accessible to the public.

ARTICLE 27

PUBLICATION OF CONTRACT

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

ARTICLE 28

PENSION & RETIREMENT

28.1 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.

28.2 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.

28.3 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.

28.4 It is expressly understood and agreed by and between the parties that the contributions of the members of this unit to Pension Plan II shall be credited to the members' individual accounts in the MERS system effective upon transfer. It is further agreed that all members' contributions paid by the City as of 1/1/90 will be credited to the members' individual accounts in the MERS system. All funds paid by the City into Pension II shall be transferred.

ARTICLE 29

GENERAL

29.1 An employee who is called for jury service shall receive the difference between the employee's regular daily pay, less the amount received as jury pay.

29.2 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. This section only shall be retroactive to January 1, 1981.

29.3 Residency. All employees covered by this 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, Canton, Centerline, Clawson, Dearborn, Dearborn Heights, Detroit, East Pointe, Ecorse, Farmington, Farmington Hills, Ferndale, Flat Rock, Franklin, Garden City, Gibraltar, Grosse Ile, all five Grosse Pointes, 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, Trenton, Warren, Wayne, Westland, Woodhaven, Wyandotte, Brownstown Township, Huron Township, Sumpter Township and Van Buren Township.

ARTICLE 30

DURATION

30.1 This Agreement shall remain in full force and effect from **January 1, 1995**, until midnight, **December 31, 1997**, and thereafter until amended or modified as provided herein.

30.2 Either party may, on or after **August 15, 1997**, serve a written notice upon the other party of its desire to amend or terminate this Agreement, effective **December 31, 1997**. In such event, the parties shall commence negotiations immediately.

ARTICLE 31

CORPORALS

31.1 The rank of Corporal is established subject to the following:

- a. The six patrolmen with the highest departmental seniority will hold that rank.
- b. Wages and benefits will remain the same as for senior patrolmen.
- c. The duties of Corporals will be the same as those handled by senior patrolmen prior to the creation of the rank of Corporal.

ARTICLE 32

PROMOTIONS

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

32.2 No officer shall be eligible to take the examination for Sergeant until he shall first have four (4) full years of rank as a patrolman or corporal with the City of Melvindale at the time the examinations are administered. Each officer taking the examinations will receive one-twelfth (1/12) of a point for each month of service over four (4) 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 Sergeant'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 shall be made available in advance by the testing agency.

32.6 A minimum of sixty (60) days' notice shall be given prior to the testing dates.

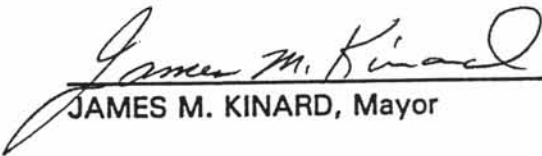
32.7 An eligibility list shall be compiled from the test results of the examination. The eligibility list shall remain in effect for two (2) years.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 9th day of July, 1997.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



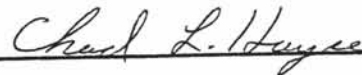
CITY OF MELVINDALE

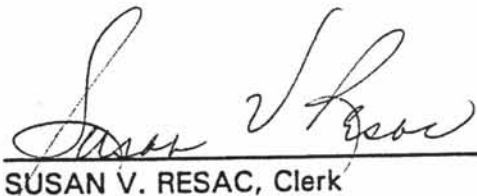


JAMES M. KINARD, Mayor

MELVINDALE POLICE OFFICERS
ASSOCIATION







SUSAN V. RESAC, Clerk

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