

AGREEMENT

BETWEEN

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

AND

CITY OF EASTPOINTE

JULY 1, 2017 TO JUNE 30, 2020

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ARTICLE I
PURPOSE

It is the intent and purpose of this contract between the City of Eastpointe and the Command Officers Association of Michigan (COAM) to promote and ensure a spirit of confidence and cooperation, to set forth the general policy of the City on the personnel and procedures, to establish uniform and equitable rates of pay and hours of work and to provide a method for redress of any grievance.

ARTICLE II
DEFINITIONS

When the term City is used, it shall mean the City of Eastpointe, County of Macomb, State of Michigan, and its duly elected or appointed representatives. Employees shall mean all members of the Command Officers Association of Michigan bargaining unit. COAM shall mean the Command Officers Association of Michigan.

ARTICLE III
RECOGNITION

The City recognizes the Command Officers Association of Michigan (COAM) as the sole representative of its unit members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the COAM that no discrimination will be exercised against any employee because of any individual bias, race, creed or organizational activity or membership in any specific group. The provisions of this Agreement shall apply to all Corporals, Sergeants, Lieutenants and Deputy Chief in the Police Department.

ARTICLE IV
PRIVILEGES OF OFFICERS

- (a) The President of the COAM, or in his/her absence due to his/her being on excused leave, his/her representative, shall be afforded reasonable time during regular working hours without loss of pay to meet with representatives of the City in negotiating meetings or for the purpose of presenting grievances to management in accordance with the grievance procedure. It is understood, however, that the time and place of meetings and the number of representatives attending these meetings shall be agreed upon in advance. All meetings must be requested in writing to, and approved by, the Chief of the Department, or his/her designee, allowing not less than forty-eight (48) hours for scheduling.
- (b) During contract negotiations between the COAM and the City involving this or other contracts or agreements, the COAM bargaining committee shall be afforded reasonable time off during regular working hours without loss of pay or time necessary to negotiate. The COAM bargaining committee shall consist of the COAM president and

two other members of the COAM. A fourth member, who is designated as an alternate COAM bargaining committee member, shall be afforded the same privileges in the absence of any of the three bargaining committee members.

- (c) The COAM president, or his/her designate, or the chairperson of a committee shall be afforded time off during regular working hours without loss of pay or time to attend meetings of the COAM or its committees not to exceed two (2) hours per member per working day provided that the COAM member advise his/her immediate supervisor twenty-four (24) hours prior to said meeting. For time off in excess of two (2) hours during regular working hours without loss of pay or time, the COAM member must submit written notification of the required time off to the Chief of Police forty-eight (48) hours prior to such meeting and receive approval. This procedure shall not be applicable to those items set forth in Article IV (b) above.
- (d) Members of the COAM elected or appointed to attend a function of the COAM, such as conventions, legislative, or any other meeting pertaining to business of this COAM, shall be allowed time off without loss of time or pay to attend said meeting, limited to two members, three days each, non-accumulative.
- (e) Any information requested of the City by the COAM or its representative that is covered by the freedom of information act shall be given promptly to the COAM or its representative as it becomes available.

ARTICLE V **LEAVE DAYS**

- (a) Sick leave with pay shall be granted to Employees who have been in the employ of the City for six (6) months or more, at the rate of one (1) work day for each full month of service. Sick leave shall not be considered as a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee, or because of illness to a family member of the employee's household. Sick leave may also be used in the event of a dental emergency for the employee.
- (b) In the event of a death in the immediate family of a member of this bargaining unit, the employee shall be allowed up to four (4) continuous calendar days, where necessary, to attend the funeral. Said funeral leave shall include Saturdays, Sundays, Holidays or other days the employee might regularly be off-duty, and the last day, or the second to the last day, of said funeral leave must be the day of the funeral. Immediate family is defined as follows: mother, father, brother, sister, wife, husband, son, daughter, stepmother, stepfather, mother-in-law, father-in-law, grandparents and grandchildren. One day (not chargeable to sick leave) shall be allowed to attend the funeral of a current spouse's immediate family member as defined in the above sentence and the spouse of the employee's immediate siblings. There shall be no charge to a member's sick leave

bank if called off duty due to a death in his/her immediate family. This shall apply only to the first day.

- (c) Five (5) annual bonus days, not chargeable to sick leave, shall be granted to each employee. Each employee shall be granted two (2) personal business days annually, which shall be chargeable to the member's sick leave bank. Both bonus and personal business days must be approved by the member's immediate supervisor and shall be non-accumulative. Permission to use bonus days shall not be granted if it will subject the department to replacement of the employee with someone on overtime, unless such overtime would result from another employee's use of sick leave.
- (d) To receive compensation while absent on sick leave or funeral leave, the employee shall notify the command officer on duty prior to the time scheduled for beginning of shift. When an employee's sick leave absence is for three (3) or more continuous work days, the employee must file a physician's certificate to verify the sickness or injury that prevented the employee from working. The Chief may also require such a physician's certificate from any employee whenever the employee's pattern of sick leave absences indicates the possibility of sick leave abuse.

In order to require such a certificate from an employee, the Chief must first meet with the employee and his/her union representative, counseling the employee as to management's concern over a "pattern" of suspected abuse, explaining what the "pattern" is and allowing the employee a reasonable opportunity to explain his/her absences that fall into the alleged "pattern". If after hearing the employee's explanation of his/her absences, the Chief still feels that a "pattern" exists, the Chief may require that a physician's certificate be provided by the employee for each subsequent sick leave absence for a maximum of six (6) months.

Employees who fail to file a physician's certificate as required by this policy will not be paid for the sick leave absences involved. An employee will have until the end of the first business day following his/her absence to file a physician's certificate with the department. A request form for sick leave, funeral leave, or personal business days must be filled out immediately upon return to work.

- (e) Unused sick leave may be accumulated to a total of not more than two hundred and forty (240) working days. Employees may be compensated annually for one-half (½) of their unused annual sick leave credit if they elect to do so with the other half going into their sick leave bank. This request must be submitted by the last payroll in December. Amounts paid under this clause will be excluded from the FAC calculation and this only applies to hours directly used by the employee.
- (f) A request form for sick leave or funeral leave shall be filled out by the employee immediately upon the employee's return to work. Request forms for personal business days, compensatory time or other leave days must be filled out and approved by the employee's shift commander prior to said leave being taken.

- (g) Sick leave terminal pay shall be paid on the basis of "years of service", times 2.5%, times the number of accrued sick days, at date of retirement or death, up to a maximum of two hundred and forty (240) days. However, the formula is to be figured on a maximum of two hundred and forty (240) days. In addition, employees terminating employment in good standing with ten (10) years or more of service shall receive terminal pay paid on the basis of "years of service", times 2.5%, times number of accrued sick days. Total accumulation of sick days is unlimited; however, payment will be made on a maximum of two hundred and forty (240) days. Employees who are hired after July 1, 1982, will be ineligible for benefits under this section.
- (h) In order to be eligible for compensation while on sick leave, the employee must be at his/her residence, if possible, or a hospital or physician of the employee; if at his/her residence, must be available by telephone to confirm his/her presence. An answering device is not an acceptable substitute for this requirement.

ARTICLE VI

OVERTIME

- (a) All time worked over eight (8) hours in any one (1), eight- (8) hour, scheduled day, or over forty (40) hours in any work week, shall be recorded as overtime. It shall be optional with the employee to take the overtime hours off at time and one-half or to take them in pay at time and one-half; and paid in a manner to be determined by the City. All accumulated overtime shall be paid off at the end of the fiscal year.
- (b) In addition to those items set forth in Article VIII, call outs on any holiday shall be paid at double time. When an employee's regular work schedule requires him/her to work on a scheduled holiday, the employee shall be paid a time and one-half rate, in addition to those items set forth in Article VIII. Employee's regular shift and crew schedules, which provide for a holiday off shall not be altered or changed to require a holiday shift assignment.
- (c) There shall be a four (4) hour minimum for all non-court call outs. All employees remain entitled to double time for holiday call-outs under the terms of Article VII (b). Overtime call out is defined as: "the call in of an employee for any police related business after he/she has reported off duty and before his/her next scheduled tour of duty." There shall be a three (3) hour minimum for all court appearances effective upon implementation of the agreement.

Conferences with members of this bargaining unit for purposes of discipline shall not be included in the four- (4) hour minimum call-out policy. For disciplinary conferences, the employee shall be compensated only for actual time spent in said conference. Said disciplinary conferences shall, as much as possible, be scheduled at, or near, the normal starting or quitting time of the employee.

- (d) All call outs shall be paid at time and one-half.

- (e) Volunteer assignments for work out of classification shall be excluded from the foregoing overtime policies.
- (f) For the purpose of this contract, "shifts" are defined as follows:
 - DAYS: is hereby defined as a full-time shift commencing between the hours of 6:00 a.m. and 10:00 a.m. and terminates between the hours of 2:00 p.m. and 6:00 p.m.
 - AFTERNOONS: is hereby defined as a full-time shift commencing between the hours of 1:00 p.m. and 6:00 p.m. and terminates between the hours of 9:00 p.m. and 2:00 a.m.
 - SPLIT SHIFT: is hereby defined as a full-time shift commencing between the hours of 6:00 p.m. and 9:00 p.m. and terminates between the hours of 2:00 a.m. and 5:00 a.m.
 - MIDNIGHTS: is hereby defined as a full-time shift commencing between the hours of 10:00 p.m. and 2:00 a.m. and terminates between the hours of 6:00 a.m. and 10:00 a.m.
- (g) An employee's schedule, starting or quitting time, shall not be altered or adjusted to avoid a payment of a call back premium rate without the individual employee's permission.
- (h) Whenever an off-duty employee takes significant police action within the city limits of Eastpointe which effects an arrest or constitutes a documented effort to prevent a crime, said employee shall be paid in accordance with the overtime policy of Article VII (a).
- (i) Members on injury leave will continue to be compensated for court or training they would have otherwise been entitled to, but will not be compensated at the overtime rate to attend doctor's appointments, therapy or treatment resulting from the injury.

ARTICLE VII

HOLIDAY PAY

- (a) All employees shall be compensated in cash or compensatory time off at the option of the employee for twelve (12) holidays effective July 1, 2015. If payment is to be made in cash, it is to be made at the straight-time rate based on the salary schedule in effect on the date of payment. Unused compensatory holiday time shall be paid to the employee at the end of the fiscal year by separate check. The employee shall have the option to carry over into the next fiscal year forty (40) hours of compensatory time, provided he/she notifies the Department Head by a date set by the Department Head.

- (b) The recognized paid holidays shall be New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day before Christmas Day, Christmas Day, the day before New Year's Day and employee's anniversary day. Anniversary day must be taken within 90 days following the anniversary date.

ARTICLE VIII

VACATIONS

- (a) An employee with less than ten (10) years of service shall receive four (4) weeks (20 working days) vacation. An employee with ten (10) years of service, but less than fifteen (15) years, shall receive five (5) weeks (25 working days) vacation. An employee with fifteen (15) years of service, or more, shall receive six (6) weeks (30 working days) vacation. The time at which an employee shall take all or any of their vacation shall be determined by the supervising officer with due regard for the wishes of the employee and particular regard for the needs of the service.
- (b) Pay for two (2) weeks of vacation time may be requested by an employee, at his/her option, during each fiscal year.
- (c) If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues throughout the year, he/she will be awarded payment in lieu of vacation.
- (d) A minimum of one supervisor from each of the three Uniform Division shifts (days, afternoons, midnights); one supervisor from the Intelligence Bureau; one supervisor from the Traffic Bureau; and one supervisor from the Detective Bureau (six COAM members) shall be permitted on vacation at one time, with vacation time choice by seniority. The seniority choice of vacations shall be limited to two (2) weeks, his/her first choice. Additional weeks may be taken with his/her second choice, after other members of this unit have taken their first choice.
- (e) Vacation leave may be taken by the employee in half ($\frac{1}{2}$) day units.
- (f) Employees may carry over five (5) vacation days from one (1) calendar year into the ensuing calendar year. Further, the employees may accumulate thirty (30) vacation days in the year of retirement.

ARTICLE IX

INSURANCE

- (a) **Life Insurance.** The City shall pay full premium for a \$50,000 death benefit for all regular employees, plus double indemnity for non-service connected accidental death.

- (b) **Hospitalization.** The City shall pay up to the Hard Cap and employees will be responsible for any amounts in excess of the annual maximums cap for single, two-person or family under PA 152 of 2011 for a core health insurance plan. In the event this legislation is repealed, the hard cap dollars last published will continue to be used until modified by collective bargaining agreement for active employees as follows:

Community Blue 4 including:

- \$750 (single)/\$1,500 (couple/family) deductible
- Preventative care 100% with Health care reform rider and coinsurance at 20% in network with annual employee maximum of \$1,500 (single)/\$3,000 (couple/family)
- \$20 office visit
- \$250 emergency room
- \$20 urgent care
- Closed formulary Rx \$10 (generic)/\$40 (preferred brand)/\$80 (non-preferred brand), Mail Order Prescription Drug 90-day supply with 2-month co-pay (MOPD2)
- Should prescription drug benefits provided to employees change in future contracts, then prescription drug benefits provided for eligible retirees retiring on or after 7/01/2012 shall also be changed to the same prescription drug coverage provided to active employees. Should prescription drug coverage provided to active employees cease for any reason, the prescription drug coverage last covering the retiree will remain in effect.

The City shall pay the sum of four hundred (\$400.00) dollars per month, paid annually, to any employee who rejects said medical insurance in lieu of other medical insurance provided to a spouse, parent or previous employer. In the event that the medical insurance provided becomes unavailable after the election of this option, the City guarantees to provide the employee with his/her elected option for health insurance coverage as set forth above at the beginning of the next calendar month after the employee notifies the City, in writing, that the medical insurance provided is no longer available. Proof of medical coverage must be submitted to the Benefits Coordinator.

- (c) The City reserves the right to self insure or wrap all medical plans at the City's sole discretion.

New members in this unit following issuance of this Award shall have the same entitlement to retiree healthcare, or lack thereof, they had prior to joining this unit unless the patrol benefit is greater.

- (d) **Sick and Accident Benefits.** The City shall pay sick and accident benefits in the amount of four hundred and fifty (\$450) dollars per week for illness or injury incurred off-duty for a maximum of twenty-six (26) weeks within a twelve (12) month period measured forward from the date an employee uses any sick and accident benefits after the employee utilizes all accumulated sick leave, provided the employee is hospitalized as an in-patient or out-patient for any length of time. When the illness or injury is not serious enough to warrant in-patient or out-patient hospital care, the above payments shall apply except that the employee shall receive no payments for the first five (5) working days after utilization of accumulated sick leave. Out-patient psychiatric treatment with representatives of the City's Employee Assistance Program shall be

included in the above designation of out-patient care, provided said representatives forward to the Department Head a recommendation for time off. An additional twenty-six (26) weeks of payments under this section may be made upon approval of the City Manager.

- (e) **Optical.** The City shall pay full premium for optical insurance for all employees including family. This optical insurance shall be Blue Cross/Blue Shield vision or a mutually agreed upon plan.
- (f) **Dental Insurance.** The City shall provide Blue Cross/Blue Shield traditional plus dental coverage plan or a mutually agreed upon plan.
- (g) The City or Union may reopen the Collective Bargaining Agreement to address repeal of the Patient Protection and Affordable Care Act, changes in Federal healthcare law or actions taken by the State legislature regarding retiree healthcare issues.

ARTICLE X **WORKERS' COMPENSATION**

- (a) Each employee shall be covered by the applicable Workers' Compensation laws, and the employer further agrees that an employee being eligible for Workers' Compensation income will receive, in addition to this Workers' Compensation, an amount to be paid by the Employer equal to the difference between Workers' Compensation and eighty (80%) percent of gross pay based on forty (40) hours from date of injury without loss to sick days. If there is a change in Workers' Compensation laws which affects the payments in this section, this section shall be immediately renegotiated.
- (b) The foregoing supplementary income to Workers' Compensation shall be paid for a period not to exceed forty-eight (48) work weeks.
- (c) Workers' Compensation benefits and the supplementary income shall be paid to each employee for an injury or sickness occurring while the employee is required to attend any court proceedings, L.C.C. hearings, S.O.S. hearings, schools, seminars or any other function or proceeding the employee is required to attend outside the hours of regular duty.
- (d) The City may require that employees authorize their doctors to provide specific and detailed medical data concerning their injury/illness, for which payment is requested under this Article, directly to the City. As requested by the City, periodic, specific and detailed updates may be provided by the attending doctor concerning such injury/illness.
- (e) The City retains the right to require that the employee who is receiving payments under this Article submit to an examination from a doctor or specialist appointed by the City, provided, however, that the cost is to be borne by the City. Such examination shall relate to the injury/illness for which payment is requested under this Article. If the City's

physician disagrees with the opinion of the employee's physician, both doctors will agree on a third doctor, whose opinion will decide the dispute. The cost of the third doctor will be borne by the City.

- (f) To be eligible for payments under this Article, the employee with an attending physician's certificate returning him/her to light duty must accept and perform the limited police duty assignment directed by the Department Head and must report for limited duty on the employee's regularly scheduled shift, unless required by the Department Head to work another shift for a specific assignment; however, in no case shall the employee lose his/her respective shift premium.

Such limited police duty assignments may be in a City Department other than which the employee normally works, preferably within the bargaining unit, if possible. Employees assigned to light duty shall not be permitted to work overtime.

ARTICLE XI **GRIEVANCE PROCEDURE**

- (a) A grievance is defined as a difference or dispute between the City and the Union as to the application or interpretation of this Agreement, including the reasonableness of all Departmental rules and regulations.
- (b) The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. This entire section is provided with the intent that an honest effort be made by Employer and employees to settle each grievance at the lowest possible step.
- (c) Grievances shall be filed in writing within fifteen (15) working days of the event, occurrence, or reasonable knowledge of the alleged violation. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement in writing of the Union and the City.
- (d) Grievances shall be processed according to the following steps:

Step 1. Oral -- Immediate Supervisor. If an employee feels he or she is aggrieved, the employee shall be entitled to discuss the matter with his or her immediate supervisor. A Union representative may be present. If after said meeting the employee still feels aggrieved, the Union may file a written grievance.

Step 2. Written -- Immediate Supervisor. A grievance shall be submitted in written form by the COA representative to the appropriate immediate supervisor. The supervisor shall sign and date the grievance form received. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved so far as diligent effort will allow, and the provisions of the

Agreement, if any, that the grievant claims have been violated, and shall be signed by the grievant. The immediate supervisor may discuss the grievance with the grievant and his or her representative to solve this matter, but shall render a written answer to the COA representative within seven (7) working days after receiving the grievance.

Step 3. Chief. If the matter is not satisfactorily settled in Step 2, the grievance shall be submitted to the Chief's Office by the president or his/her designee, within seven (7) working days, and the Chief or his/her designee shall sign and date the grievance received. The Chief or his/her designee shall hold a meeting with the Union and the grievant within seven (7) working days to discuss the grievance in an attempt to settle the grievance. A written answer shall be rendered to the COA president or his/her designee within fourteen (14) working days of receipt of the grievance.

Step 4. City Manager. If the matter is not satisfactorily settled in Step 3, the grievance shall be submitted to the City Manager's Office by the president or his/her designee within seven (7) working days. The City Manager or his/her designee shall sign and date the grievance received. The City Manager or his/her designee shall hold a meeting with the Union within seven (7) working days to discuss the grievance. A written answer shall be rendered to the COA president or his/her designee within fourteen (14) working days of receipt of the grievance.

Step 5. Civil Service or Arbitration.

A. **Civil Service.** If the grievance is not satisfactorily adjusted in Step 4, the employee may file a written appeal to the Civil Service Commission in accordance with its procedures or, in the alternative, the Union may appeal to arbitration in accordance with the following.

B. **Arbitration.** If the grievance is not satisfactorily adjusted in Step 4, the Union may, within thirty (30) calendar days of completion of Step 4, request arbitration in writing to the American Arbitration Association. The parties shall attempt to agree upon an impartial arbitrator. If an impartial arbitrator is not agreed upon, the parties shall alternately strike names from the American Arbitration Association (AAA) list until one name remains. The Federal Mediation and Conciliation Service (FMCS) becomes a secondary choice if mutually agreeable between the parties.

- (e) The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement respecting the grievance in question. His/her determination shall be final and binding on the parties and affected employees. The cost of the arbitration shall be borne by the party against whom the decision is rendered. The arbitrator must indicate in his/her decision who the loser is.

Each party shall make arrangements for, and pay any costs for, its own participants, but excluding COAM members who are "res gestae" witnesses, in the arbitration

proceeding. The City shall subpoena all COAM members who are "res gestae" witnesses to the incident/matter being arbitrated, that the Union requests. COAM members subpoenaed by the City shall be compensated in accordance with Article VII(c).

- (f) Any grievance not appealed by the Union within seven (7) working days from one step of the grievance procedure to the next will be considered settled on the previous decision of management.
- (g) Any grievance not answered by management within the prescribed time limit may be advanced by the Union to the next step of the grievance procedure.
- (h) When more than one employee has been aggrieved as a result of some action taken by management, the president or his/her designee may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employee(s) or the entire bargaining unit.
- (i) Any grievance brought about due to an action taken by the Chief shall be submitted directly to the Chief. Any grievance brought about due to an action taken by the City Manager shall be submitted directly to the City Manager.
- (j) All settlements or agreements between the Command Officers Association of Michigan and the City of Eastpointe shall be in writing and signed by both the City and at least two members of the executive board of the COAM and one signature of a COAM representative.

ARTICLE XII

CLOTHING AND CLEANING RESPONSIBILITY

Effective July 1, 2017, the cleaning and clothing allowance was included in the employee's base wage. The employee is still responsible for the costs to maintain a professional looking uniform and for cleaning, maintaining and replacing worn uniform items.

ARTICLE XIII

SALARY

- (a) **Classifications:**
 - Sergeant** Six percent (6%) above the highest salary of an EDPOA Police Officer for the first six (6) months in the rank of Sergeant.
 - Nine percent (9%) above the highest salary of an EDPOA Police Officer after six (6) months but before one (1) year in the rank of Sergeant.
 - Fifteen percent (15%) above the highest salary of an EDPOA Police Officer after one (1) year in the rank of Sergeant.

Lieutenant The Lieutenant rank will receive their salary computed at twelve point sixty-one percent (12.61%) above the rank of the one-year Sergeant rate.

Deputy Chief 9% above full salary of Lieutenant

- (b) Effective on the date of execution of this Agreement in 2003, the shift differential shall be paid at the rate of \$1.15 per hour for hours worked on the afternoon shift and \$1.30 per hour for hours worked on the midnight shift. Shift differential shall be paid only for time actually worked.

ARTICLE XIV **GENERAL PROVISIONS**

- (a) Employees who are members of the Command Officers Association of Michigan, or those employees electing to pay a service fee, may authorize the City to pay to the Command Officers Association of Michigan each month their designated COAM dues on the usual check-off system.
- (b) The parties agree that this agreement constitutes the entire agreement between them relative to wages, hours and other terms and conditions of employment. The Union and the City for the life of this agreement, unqualifiedly waive the right to further collective bargaining with respect to any subject, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement. The parties may, by written mutual agreement, amend, modify or add to this agreement.
- (c) It is agreed that contract negotiations should begin on March 1st and must begin not later than April 1st of said year.
- (d) Any person hired, rehired or reinstated into the bargaining unit after the effective date of this agreement and covered by this agreement who is not a member of the COAM and does not make application for membership within ninety (90) days from the date he/she first becomes a member of the bargaining unit shall, as a condition of employment, pay to the COAM a service fee equivalent to regular membership dues of the COAM as a contribution toward the administration of this agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the COAM unless otherwise notified by the COAM in writing within said thirty (30) days; and provided that the COAM shall release the City from fulfilling the obligation to discharge if during such thirty- (30) day period the employee pays the membership dues or service fee retroactive to the due date and confirm his/her intention to pay the membership dues or service fee in accordance with this agreement.

- (e) Promotions shall be made in accordance with the Civil Service Rules and Procedures that were in effect as of the execution date of this agreement. The competitive exams shall consist of a written and oral exam with the requirement that the candidate must achieve a minimum score of seventy (70) on the written exam in order to proceed to the oral exam. The accumulative score for the written and oral exam must be at least seventy (70). The parties to this agreement recognize that it is imperative to the concept of employee morale that "politics" play no part in the promotional procedure. To that end, the City and the Command Officers Association of Michigan agree that the "Rule of Three" mandated by Civil Service Procedure constitutes a finding of "equally qualified" among the three candidates certified by the Civil Service Commission for any one promotion. It is further understood between the parties that the City Manager, as appointing authority, has the sole discretion to select for promotion any of the three certified candidates.

When one certified candidate with higher accumulative test scores is passed over for promotion in favor of a certified candidate with lower accumulative test scores, the City Manager shall meet with the bypassed candidate and discuss the reason or reasons for said decision in an effort to give said bypassed candidate some guidance as to the areas of knowledge, abilities, and attitude or performance which need improvement. The reason or reasons for said decision shall be reduced to writing and rendered to said candidate.

- (f) In the event of any vacancy, which is defined as an unfilled budgeted position, in the ranks of the supervisory staff covered by this agreement for any reason, any employee who performs the duties of the higher rank shall be paid at the rate of salary of the higher rank in accordance with Article XV, General Provisions, Section (h).
- (g) The City shall indemnify each employee for all sums which such employee becomes obligated to pay by reason of liability imposed upon such employee by law for damages if the employee at the time of the occurrence, accident, injury or damage complained of which resulted in liability against such employee was acting in the performance of his/her duties and within the scope of his/her employment.

Further, the City shall provide each employee with a competent attorney, at no expense to the employee, to defend the employee for claims brought against the employee provided that such employee was acting in the performance of his/her duties and within the scope of his/her employment.

- (h) In the event of any vacancy in the ranks of the supervisory staff covered by this agreement for any reason, any employee who performs the duties of a higher rank shall be paid at the rate of salary of the higher rank. This policy shall not be applicable to absences due to vacation leave, other leave days, or sick leave less than fourteen (14) calendar days.

- (i) Residency: All members of the bargaining unit shall reside within 50 miles, as the crow flies, of the nearest boundary of the City of Eastpointe.

ARTICLE XV
POLICE SUPERVISORY RESPONSIBILITY

- (a) Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the COAM agrees that it will take all reasonable steps to cause the employees covered by this agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- (b) The COAM therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all the duties of their employment.
- (c) The COAM further agrees that it and all of the bargaining unit members shall not engage in any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering or any acts which interfere in any manner or to any degree with the continuity of the police service.

ARTICLE XVI
MISCELLANEOUS PROVISIONS

- (a) Employees requested to use their personal vehicle for trips on police business or assignment shall be paid the City's ongoing rate per mile within the State of Michigan. Use of employee's personal vehicle shall only be with the employee's permission.
- (b) This agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, COAM, and the employees in the bargaining unit; and in the event that any provision of this agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment no appeal has been taken within the time provided therefore, such provision shall be void and inoperative, however, all other provisions of this agreement shall continue in full force and effect.
- (c) Each employee shall have a one-half (½) hour lunch break within the eight- (8) hour work period. When continuous overtime involves more than four (4) hours, the employee shall be granted consideration for eating time at the discretion of the supervisor in charge.

- (d) The City and the COAM adopt and incorporate by reference the Department Policy known as "Permanent Shifts" which is in the Eastpointe Police Rules, Regulations, Policy and Procedures Manual as Section 2.6 and is attached to this agreement as Appendix A.
- (e) The City shall pay an educational supplement to employees for all college credit hours which may be earned in a college for a two- or four-year degree in Law Enforcement, Police Administration or police related field, provided such credits for classes are required or elective classes in that field for graduation from an institution, and provided that the employee supply the City with a copy of the transcript of such classes.

The education supplement shall be paid by separate check on or about September 15th of the calendar year. The education supplement shall be paid on the following schedule:

30 to 59 college credit hours shall receive \$125
60 to 89 college credit hours shall receive \$225
90 or more college credit hours shall receive \$325
A four-year college degree shall receive \$425

- (f) The first request by an employee for time off on any single date shall be granted provided that the employee gives a twenty-four (24) hour advance notice and provided that the employee has equivalent hours in his/her compensatory bank, vacation time, overtime bank, or personal days. Such time off is subject to approval of the platoon commander. A request by an employee for a temporary change of his/her regular day off schedule is permitted only if such a change will not subject the City to having to replace the employee on overtime for his/her shift.
- (g) An employee shall have the right to review his/her personnel file provided the employee gives notice to the City Manager and requests same during reasonable hours. Notice shall be given twenty-four (24) hours prior to time of review.
- (h) The City shall provide and maintain clean, sanitary and safe working facilities and equipment for all employees.
- (i) The City may require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety. If in the City's opinion such test(s) are required, the following requirements must be fulfilled:
 - 1. The employee involved and the COAM shall be given written notification regarding the type of examination required and reasons for same. Upon receipt of such notification, the employee shall be carried on a light-duty status until a final diagnosis is determined, and continued throughout the term of treatment as per the diagnosis of the physician.

2. A conference to discuss the City's written notification will be held between the City representative, the COAM representative, a COAM attorney and the involved employee.
 3. If the employee is to be examined, any and all examinations shall be made by a mutually agreed upon physician, and such costs be paid by the City.
- (j) Employees who are required to serve on jury duty by virtue of their obligations as a citizen shall be paid their regular base salary for all time spent serving on jury duty provided that said employee pays to the City any monies paid to the employee for serving on jury duty.
- (k) Those employees who have completed the probationary period shall not be disciplined without just cause.
- (l) It is agreed that the Eastpointe Command Officers assigned to the Uniform Division will work a twelve (12) hour work shift. If either party chooses to go back to the eight (8) hour shift, the turn back date will also have to be mutually agreed upon as there are several factors that will have to be worked out for a return to an eight (8) hour shift.
1. The Uniform Division day shift command officers will work twelve (12) hour shifts starting at 7:00 a.m. and ending at 7:00 p.m. The night shift will consist of a twelve (12) hour shift starting at 7:00 p.m. and working until 7:00 a.m.
 2. The Uniform Division Command Officers are broken down in two (2) squads per shift. Each squad will have a Lieutenant and Sergeant assigned to it for a total of eight (8) Command Officers assigned to the Uniform Division (four [4] Lieutenants and four [4] Sergeants).
 3. The fourteen (14) day work schedule adopted for use in the Uniform Division will be work two (2) days, off two (2) days; work three (3) days, off two (2) days; work two (2) days and off three (3) days.
 4. The Uniform Division Command Officers will be working an eighty-four (84) hour work period during the two-week pay period. They will be allowed to receive pay for only eighty (80) hours of this particular compensatory time in a calendar year. They must use the remaining seventy-six (76) hours of compensatory time during the calendar year. If an unforeseen circumstance arises that a Uniform Division Command Officer is unable to use the remaining compensatory time, then both parties agree to meet to settle the accounting of the remaining time.
 5. The parties agree that any language in the Collective Bargaining Agreement referring to vacation, holiday, sick or personal time accumulation and/or payment using the term "day" shall be considered to be equivalent to eight (8) hours of time and any term referring to a half (½) day will be equivalent to four (4) hours of time. The

parties agree that employees will not receive more hours of accumulated time or more compensation for time used than was entitled under the previous eight (8) hour workday schedule. Provided, however, that Command Officers assigned to the Uniform Division will keep their current five (5) bonus days which shall be based on twelve (12) hour days. They will not be eligible for the additional two (2) personal business days chargeable to their sick bank that other Command Officers receive, which will balance the banks due to the twelve (12) hour shift agreement. Additionally, funeral days shall be based on twelve (12) hour days for Command Officers in the Uniform Division.

6. The Command Officers will select their shifts by seniority in rank. They will be eligible to bid for shift selections twice a year. The shift election requests will be due in the Deputy Chief's office in December and June each year. The actual change of shift will occur at a mutually agreed upon date in January and July of each year. Usually, this will coincide with a beginning of a pay period.
7. Shift premium for Uniform Division Command Officers including Command Officers that work afternoon shift in specialty units will be \$1.20 per hour worked for the night squads and \$.30 for the day squads. Other Command Officers not covered in the above language will be paid in accordance with current contract language.
8. In the event that a member of the uniform Command Officers calls in sick, an attempt to call in a supervisor on their day off will be made. During this time period, it may be necessary for the on-duty uniform supervisor to work an additional period of time. An additional four (4) hours (total of sixteen [16] hours worked) will be the maximum allowed without permission of the Chief of Police or his designee.
9. Subject to item five (5) above, any requirements on the part of the City to pay overtime compensation to Command Officers assigned to the Uniform Division, either in monies or compensatory time, after eight (8) hours in one scheduled shift or forty (40) hours in one (1) week shall be revised to only require overtime compensation, either in monies or compensatory time, after twelve (12) hours in one scheduled shift or after eight-four (84) hours in a two (2) week period.

ARTICLE XVII

MANAGEMENT RIGHTS

- (a) The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers consistent with its charter including the sole right to manage its business, to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services, the scheduling of services and the maintenance of order and efficiency in its departments and divisions.

- (b) The City has the right to determine hours of work, work schedules including starting and quitting times and overtime work in a manner most advantageous to the City. The City has the right to determine the methods and processes by which such work is performed and to solely determine if such work is to be performed.
- (c) The City has the right to promulgate reasonable rules and regulations affecting the employees covered by this Agreement.
- (d) The City has the right to hire, select and direct the workforce and to assign, promote and transfer employees. The City has the right to determine the duties and work assignments of employees and to discipline and discharge for just cause employees covered by this Agreement. The City has the right to lay off personnel in order to improve departmental efficiency or due to a lack of work or funds.
- (e) The City shall retain as management rights any and all powers regarding wages, hours and other terms and conditions of employment not restricted by the express terms of this Agreement.
- (f) The City recognizes that the COAM members hold quasi-managerial positions in the department, and therefore the COAM shall, upon written request by the Union to the Chief of Police, be consulted in matters concerning policy within the department which may affect the duties, working conditions or services of the COAM members.

Special Conference:

- (a) A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- (b) Special conferences on important matters shall be arranged between the COAM president and the Chief upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance whenever possible.

Armed Forces Reserves:

A maximum of two (2) weeks paid leave per year shall be the limit and the City shall comply with all applicable laws for all other situations.

ARTICLE XVIII
PENSION AND OTHER POST-EMPLOYMENT BENEFITS

- (a) **Pension:**
 - 1. The City shall provide retirement pension benefits as provided in the rules and regulations of the Michigan Municipal Employees Retirement System (MERS). The benefits provided will be at a minimum all of the present and future benefits to which members of this collective bargaining agreement are now entitled under the current arrangement between the City and MERS. In addition to what

is set forth in this collective bargaining agreement, some of the specific terms and plan benefits are written into the three (3) administrative service agreements dated May 12, 2015, and into the three (3) defined benefit plan adoption agreements dated July 9, 2015.

2. Each member of this bargaining unit hired prior to June 30, 2012, shall participate in the City's Defined Benefit Plan under the following provisions.
 - a. Employees with 20 years or more of credited service with the City of Eastpointe as of July 1, 2014 shall participate in the City's Defined Benefit Plan and shall be paid a straight life pension equal to the product of the number of years, and fraction of a year, of his or her credited service times 2.8% of final average compensation for the first 25 years of service, and 1% of final average compensation for each year thereafter. Upon a retired member's reaching social security age, the multiplier shall be reduced to the total service times 2.38% of final average compensation. The maximum benefit is 75% of final average compensation. Social security age is the first age at which 80% of old age social security benefits are payable (age 62, gradually increasing). Employee shall contribute a maximum of 5% of FAC eligible compensation to pension.
 - b. Each member of the bargaining unit hired prior to June 30, 2012 with less than 20 years of service prior to July 1, 2014, shall participate in the city's defined benefit plan under the following terms. A straight life pension equal to the product of his or her credited service time 2.8% of FAC through June 30, 2014 and 1.8% of FAC for each year thereafter to a total of 25 and 1.0% each year after 25. Upon a member reaching social security age, there will be no reduction in pension received.

Members retiring from the bargaining unit will have their final average compensation calculated on the best 36 consecutive months of service beginning January 1, 2008.

3. New members in this unit will bring the pension benefits they had prior to joining this Bargaining Unit unless those benefits are greater than those provided to members of the Command Unit.
- (b) **Death Benefit:**
Upon retirement, the retiree shall have a \$10,000 death benefit provided at City expense.
 - (c) **Retiree Healthcare:**
For employees hired before July 1, 2012:

1. To be eligible for retiree healthcare an individual must be age 50 with 25 years of service with the City of Eastpointe. This is actual service credit.
2. To be eligible, the spouse must be the spouse at the time of retirement. Other beneficiaries may be on healthcare until age 19 or continues to be a full-time student until age 25.
3. Retirees must enroll in Medicare Parts A and B when they become eligible, at the retiree's sole expense.
4. The only exception to the eligibility rule in 1 above will occur under circumstances where the City abolishes its Police Department. In order to be eligible for any portion of this benefit in this lone circumstance, the employee must have a minimum of 20 years of service with the City of Eastpointe. The employee will be eligible for retiree healthcare under these circumstances and the City will pay 80% of the premium for 20 years of service, and 4% for each year of service thereafter until 25 years is reached.

Eligible retirees will receive the healthcare above subject to the paragraph below:

Employees hired on or before July 1, 2011, who subsequently retire, will be provided with the health insurance coverage and options provided on their last date of employment, including the current employee premium sharing cost calculation. The annual cost of the retiree contribution shall be set for the term of this contract as set forth: \$0 for single coverage, \$351.36 for two-person coverage, and \$0 for family coverage, which will continue until Medicare eligible.

This medical insurance shall be provided for the retiree and his/her surviving dependents for as long as said dependents continue to receive retirement benefits from the City of Eastpointe. If the surviving spouse marries, all medical insurance benefits shall cease to be provided.

Duty disability retirements are exempted from the twenty (20) year requirement.

Non-duty disability retirements with more than ten (10) years service but less than twenty-five (25) years service shall be provided the above options of medical insurance by the City and the City shall pay the premiums in an amount equal to two and one-half (2 ½%) percent per year of the retiree's service with the City.

Employees hired after June 1, 2012, are not eligible for retiree health insurance. Instead, these employees shall participate in the retirement health savings plan with the City contributing an amount equal to two percent (2%) of base wages into each account while the employee is employed by the City. Effective July 1, 2017, this is increased to five (5%) percent. This shall be the sole responsibility on the part of the City for retiree health care for these employees.

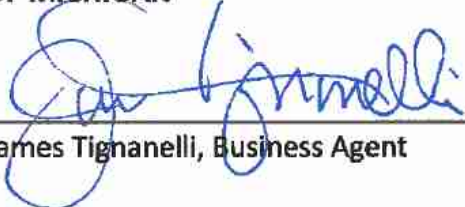
All payments for non-duty disability and retirement premium sharing will be automatically deducted from the member's bank account on the first of every month. Non-sufficient funds will result in fees and a failure to pay will result in termination of healthcare coverage.

ARTICLE XIX
EFFECTIVE DATE

This agreement shall be effective July 1, 2017 and continue in effect until June 30, 2020.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of August, 2017.

**COMMAND OFFICERS ASSOCIATION
OF MICHIGAN**



James Tignanelli, Business Agent


CITY OF EASTPOINTE


Steve M. Duchane, City Manager

**EASTPOINTE POLICE COMMAND OFFICERS
ASSOCIATION**


Thomas Ostrowski, President


David Ernatt, Vice President


Neil Childs, Treasurer


Robert Koenigsmann, Secretary