

**AGREEMENT**

**BETWEEN**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**AND**

**CITY OF EASTPOINTE**

**EFFECTIVE JULY 1, 2017 TO JUNE 30, 2020**

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**ARTICLE I**  
**PURPOSE AND INTENT**

- 1.1: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.
- 1.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- 1.3: This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

**ARTICLE II**  
**DEFINITIONS**

- 2.1: When the term City is used, it shall mean the City of Eastpointe, County of Macomb, State of Michigan and its duly elected or appointive representatives. Employees shall mean all members of the East Detroit Police Officers Association Bargaining Unit. E.D.P.O.A. shall mean the East Detroit Police Officers Association.

**ARTICLE III**  
**RECOGNITION**

- 3.1: The City recognizes the Police Officers Association of Michigan 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 EDPOA, that no discrimination will be exercised against any Employee because of any individual bias, race, creed, or organization activity or membership in any specific group. (The provisions of this Agreement shall apply to all Patrol Officers in the Police Department).

**ARTICLE IV**  
**PRIVILEGES OF OFFICERS**

- 4.1: The President of the EDPOA or his/her representative shall be afforded reasonable time during regular working hours without loss of pay to discharge his/her responsibilities including negotiations with the City, processing of grievances, arbitration meetings, union meetings of EDPOA and POAM and administration of this Agreement. 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 designate allowing not less than 48 hours for scheduling.

**ARTICLE V**  
**LEAVE DAYS**

- 5.1: 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 of the Employee.

- 5.2: An Employee shall be allowed four (4) continuous scheduled days of work for funeral leave, one day of which will be the day of the funeral (not chargeable to sick leave) for a death in the immediate family. Immediate family is to be defined as follows: Mother, Father, Brother, Sister, Wife, Husband, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Grand-children, Stepmother and Stepfather. One day (chargeable to sick leave) shall be allowed to attend the funeral of a member of current spouse's family. There shall be no charge to a members' sick leave bank if called off duty due to a death in immediate family. This shall apply only to the first day.
- 5.3: Five (5) annual personal 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. Personal business days must be approved by the member's immediate supervisor and shall be non-accumulative. Permission to use personal 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. Employees may transfer up to three (3) unused personal days annually into their vacation bank if time off was denied.
- 5.4: Any Employee shall be allowed to donate sick days to a stricken officer whose sick bank has been totally exhausted subject to the employee donating such sick days having a minimum bank of twelve sick days, and further providing that the employee receiving the donated sick days cannot receive more time than necessary per pay period.
- 5.5: To receive compensation while absent on sick leave or funeral leave, the employee shall notify his/her immediate supervisor prior to the time scheduled for beginning 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 or his/her designee 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. Employees who fail to file physician's certificates under this policy will not be paid for the sick leave absences involved. A request form for sick leave, funeral leave, or personal business days must be filled out immediately upon the employee's return to work.
- 5.6: Unused sick leave may be accumulated to a total of not more than two hundred and forty (240) working days.
- 5.7: Upon retirement or death, employees hired prior to July 1, 1982, may elect to receive payment for accumulated sick leave credits according to either of the two options presented below:
  - A. 100% times the employee's accumulated sick leave days on the date of the employee's retirement or death, up to a maximum of the number of sick leave days the employee has accumulated as of May 15, 1986.

- B. Years of service times 2.5% times the employee's accumulated sick leave days on the date of the employee's retirement or death, up to a maximum of 240 days.

Employees hired after July 1, 1982, are ineligible for benefits under this section.

#### **ARTICLE VI** **OVERTIME**

- 6.1: All time worked over eight (8) hours in any one eight (8) hour scheduled day or over forty (40) hours in any work week, shall be recorded as overtime. Each Employee has the option, on his/her overtime banked to take them off at time and one half or to take them in pay at time and one half. All unused overtime shall be paid to the employee at the end of each fiscal year.
- 6.2: Call outs on any designated Holiday shall be paid at double time and the Employees regular shift and crew schedule which provides for a Holiday off should not be altered or changed to force a Holiday shift assignment.
- 6.3: 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 6.2. 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."
- 6.4: There shall be a three (3) hour minimum for all court appearances arising only from their duties as an Eastpointe Police Officer.
- 6.5: Volunteer assignments for work out of classification such as street marking, maintenance work, etc., shall be excluded from the foregoing overtime policies.

#### **ARTICLE VII** **HOLIDAY PAY**

- 7.1: Each member shall receive ninety-six (96) hours credit in his/her compensatory bank on July 1<sup>st</sup> of each year which is equivalent to twelve (12) holidays. Compensatory time will be paid either in cash or straight time off. If payment is made in cash, it is to be made at straight time rate based on the salary schedule in effect on the date of payment. All compensatory time in excess of forty (40) hours for each employee will be paid off at the end of the fiscal year at the then current rate.
- 7.2: Effective July 1, 2015, the designated holidays shall be as follows: New Year's Day, Martin Luther King Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, December 24<sup>th</sup>, Christmas Day, December 31<sup>st</sup> and employee's anniversary. Anniversary day must be taken within ninety (90) days following the anniversary date.
- 7.3: Call outs on any designated holiday shall be paid at double time.
- 7.4: The employee's regular shift and crew schedule which provides for a holiday off should not be altered or changed to force a holiday shift assignment.

- 7.5: Employees who work on a holiday in the course of their regular schedule will be compensated at time and one-half for all hours worked in addition to the provisions of section 7.1 of this Article.

**ARTICLE VIII**  
**VACATIONS**

- 8.1: Employees shall earn and be credited vacation according to the following schedule:

<u>Days Per Pay Period</u>	
1 year or less	.385 (10 days/year)
After 1 year	.385 (10 days/year)
After 3 years	.577 (15 days/year)
After 4 years	.769 (20 days/year)
After 10 years	.962 (25 days/year)
After 20 years	1.154 (30 days/year)

- 8.2: Any member shall have the option of converting a maximum of two (2) weeks vacation each fiscal year into vacation pay.
- 8.3: Members shall be given the option of converting one (1) week of vacation time into forty (40) hours of compensatory time. This conversion shall be for straight time off only.
- 8.4: Six (6) POA members shall be permitted on vacation at the same time for any one (1) week period from the following divisions:
- A. Community Service Unit
  - B. Day Shift
  - C. Afternoon Shift
  - D. Midnight Shift
  - E. Detective, Intelligence and Youth Division
  - F. Split Shift

No changes shall be made in the policy of division consolidation to alleviate vacation scheduling. Additional members may be granted vacations if supervision has adequate manpower available on a shift.

- 8.5: 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 continued throughout the year, he/she will be awarded payment in lieu of vacation.
- 8.6: Vacation leave shall be charged against employees in not less than one-day units.
- 8.7: All unused vacation may be accumulated in accordance with departmental policy, which is that an employee may carry over five (5) vacation days into the following calendar year; however, upon termination of service a maximum of twenty-four (24) vacation days will be compensated for.
- 8.8: Employees failing to use or schedule unused vacation time, or to request carryover as provided above, by November 1<sup>st</sup> of each year will have their vacation time assigned by their immediate supervisor.

**ARTICLE IX**  
**INSURANCE**

- 9.1: 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.
- 9.2: Hospitalization. The City shall pay the cost of the full premium subject to employee cost sharing as provided by installing a hard cap on employer/employee costs pursuant to the amounts set forth in PA 152 of 2011 as adjusted annually. 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:
- A. Effective January 1, 2016, Community Blue 4 including:
    - 1. \$750 (single)/\$1,500 (couple/family) deductible.
    - 2. 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).
    - 3. \$20 office visit.
    - 4. \$250 emergency room.
    - 5. \$20 urgent care.
    - 6. 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).
    - 7. The Hard cap will be instituted to insure compliance with PA 152. Employees will be responsible for any amounts in excess of the annual maximum cap for single, two-person or family under PA 152 of 2011.

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.

- 9.3: Sick and Accident Benefits. The City shall pay Sick and Accident Benefits (off the job accident) of four hundred fifty (\$450.00) dollars per week for twenty-six (26) weeks within a twelve (12) month period beginning with the date of injury measured forward from the date an employee uses any sick and accident benefits after utilization of accumulated sick leave days. Use of vacation time prior to filing for sick and accident benefits shall be optional with the Employee.



- 9.4: 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 mutually agreed upon plan.
- 9.5: Dental Insurance. The City shall provide Blue Cross/Blue Shield traditional plus dental coverage plan or mutually agreed upon plan.
- 9.6 The City or the 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**

- 10.1: 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 percent (80%) 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.
- 10.2: The foregoing supplementary income to Workers' Compensation shall be paid for a period not to exceed forty-eight (48) work weeks.
- 10.3: The City may require that Employees authorize their doctors to provide directly to the City specific and detailed medical information concerning their injury/illness for which payment is requested under this article. As requested by the City, periodic specific and detailed updates may be provided by the attending doctor concerning such injury/illness.
- 10.4: 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.
- 10.5: 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 duty assignment as directed by the department head and must report for limited duty on the work schedule established by the department head. Said 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.
- 10.6: An employee on injury leave will not be compensated at the overtime rate to attend doctor's appointments, therapy or treatment resulting from the injury.

**ARTICLE XI**  
**ARMED FORCES RESERVES**

- 11.1: Employees who are in some branch of the Armed Forces Reserve or the National Guard will not be paid any difference between their reserve pay and their regular pay with the City. The City shall comply with all applicable laws for all other situations.

**ARTICLE XII**  
**GRIEVANCE PROCEDURE**

- 12.1: 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.
- 12.2: 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.
- 12.3: 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.
- 12.4: 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 POA 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/her representative to solve this matter, but shall render a written answer to the POA 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 POA 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 POA 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 Federal Mediation and Conciliation Service. 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 Federal Mediation and Conciliation Service (FMCS) list until one name remains.
  - C. The City and the EDPOA may, by mutual agreement, substitute the services of the American Arbitration Association for the services of the Federal Mediation and Conciliation Service. At no time shall the City and EDPOA be barred from selecting an arbitrator without benefit of any service, provided selection is by mutual agreement of the parties.
- 12.5: 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.
- 12.6: 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.
- 12.7: 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.
- 12.8: 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 association.
- 12.9: 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.



- 12.10: All settlements or agreements between the East Detroit Police Officers Association 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 EDPOA and one signature of a POAM representative.

**ARTICLE XIII**  
**SALARY**

- 13.1: The following annual salary schedule shall become effective for each patrol officer on the dates as designated:

	7/1/16	7/1/17	7/1/18	7/1/19
Starting	\$44,936	\$47,610	\$48,562	\$49,533
1 Year	\$50,557	\$53,343	\$54,410	\$55,498
2 Year	\$55,054	\$57,930	\$59,089	\$60,271
3 Year	\$59,543	\$62,509	\$63,759	\$65,034
4 Year	\$64,648	\$67,716	\$69,070	\$70,451
5 – 9 Years		\$69,246	\$70,631	\$72,044
10 – 14 Years		\$69,756	\$71,151	\$72,574
15 Plus Years		\$70,521	\$71,931	\$73,370

At the discretion of the Police Chief with approval from the City Manager, new employees may be placed in an advanced step in the salary schedule at date of hire or upon completion of probation period. The employee's length of service for all other purposes under this Agreement shall be from his or her date of hire.

- 13.2: 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**  
**VEHICLE USE**

- 14.1: Any Employee requested to use his/her private vehicle for city and/or police related business, shall be paid at a rate of seventeen cents (17¢) per mile for such use, within the State of Michigan.
- 14.2: Members of the E.D.P.O.A. attending a funeral of a slain officer of another city shall be granted the use of one marked police car for such funeral provided the funeral is within a two hundred (200) mile radius. Any such request further than two hundred (200) miles shall be at the discretion of the police chief.

**ARTICLE XV**  
**MISCELLANEOUS EMPLOYEE BENEFITS**

- 15.1: Employees shall have the right to trade days off with or work for another employee of the same classification without the commanding officer's approval for either employee for normally scheduled work. Any special or abnormal assignments are excluded from

this right. The Employee who is scheduled to work must inform the commanding officer at least one hour before the start of the shift involved of any trade of work days or days off. The employee who has agreed to work the traded days will be responsible for his/her attendance on that work day. The Employee who works shall receive any appropriate shift differential.

- 15.2: All time off, except the one (1) employee per work unit permitted to be on scheduled vacation in accordance with Section 8.4 of this Agreement, the unforeseeable use of sick leave and funeral leave, or a serious personal emergency, is to be at times that are mutually agreeable between the employee and the Chief of Police or his/her designee. Requests for time off will be granted when necessary staffing will still be available for that shift. The City, at its discretion, may require that overtime hours be compensated only in monetary form.
- 15.3: Employees shall have an unsplit four (4) day weekend every third week, said weekend to include Saturday and Sunday.
- 15.4: Whenever an off-duty employee takes any kind of significant action within the City limits involving misdemeanors and felonies which affects an arrest or constitutes a documented effort to prevent a crime, said employee shall be paid in accordance with the overtime policy in Article VI, section 6.1. Outside the City, jurisdiction is limited to felony crimes only.
- 15.5: Members of the EDPOA elected to attend a function of the Association such as conventions, conferences and other such meetings pertaining to the business of this Association, shall be allowed time off without loss of time or pay to attend such functions, limited to a total of six (6) days annual noncumulative. Time allowed under Article IV of this Agreement shall not be included in this section.
- 15.6: 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.
- 15.7: An education supplement shall be paid according to the following schedule for classes in a law enforcement and related field in addition to required courses, such as English, psychology, etc., necessary to obtain degrees in a law enforcement field:

30	Credit Hours	\$125.00
60	Credit Hours	\$225.00
90	Credit Hours	\$325.00
4	Year Degree	\$425.00

Payment to be made subject to credits earned up to the effective date of contract year.  
Payment to be made on or about first pay of September of each contract year.

- 15.8: Each Employee shall have a one-half hour lunch break within the eight-hour work period.
- 15.9: Lunch hours and/or coffee breaks shall not be used or canceled as a disciplinary measure.

- 15.10: Any employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. The employee, while on jury duty, shall not lose any benefits or loss of time from work.
- 15.11: If a member of the EDPOA dies while in the line of duty of the Eastpointe Police Department, his/her badge and badge number shall be retired and never reissued.

**ARTICLE XVI**  
**MANPOWER POLICIES**

- 16.1: Department supervisors shall make a sincere effort to minimize "and eventually eliminate" the practice of supervisors performing patrolmen's regular duties.

**ARTICLE XVII**  
**POLICY FOR OVERTIME CALL IN**

- 17.1: Each shift commander when making out his/her monthly schedule will designate a patrol officer to be available to work overtime on every shift each day of the month. This list will be rotated on an equitable basis and will be equal in the number of assigned days for every patrol officer on this shift. This allows one officer available from every shift every day.
- 17.2: In circumstances where a C.O. has at least 24 hours notice, he/she will attempt to first draw from his/her own men/women who are on a day off. Failing this, he/she will then try to obtain the needed man/woman from personnel scheduled off on the two adjacent shifts; if still without a volunteer, he/she will poll the men/women from the off-going shift offering the opportunity first to the lowest overtime man/woman working to the highest. If still no volunteer, then the man/woman predesignated from the off-going shift will be compelled to work. All contacts in circumstances where there is at least twenty-four (24) hours notice are to be made in order of low accumulated overtime first.
- 17.3: If there is a shortage of manpower, the supervisor will use the designated patrol officer from the off-going shift.
- 17.4: Each man/woman, if requested to work overtime on his/her predesignated day, is responsible to work or obtain another man/woman to work in his/her place. Under normal conditions, no POA member will work more than 12 consecutive hours, unless agreed to by the officer. The predesignated man/woman will not be responsible for any hours prior to his/her shift starting time.
- 17.5: Should an Employee be called on to work overtime prior to his/her normal shift on his/her predesignated day, said Employee shall have the option to refuse said overtime without risk of being charged for a refusal, after advising the calling supervisor of his/her designated obligation.
- 17.6: If more than one man/woman is needed, the supervisor will request each one of the off-going shift to work in order of lowest accumulated overtime first. If all of the remaining off-going patrol officers refuse the overtime, the supervisor will begin calling men/women from the entire list of patrol officers, beginning with the man/woman with the lowest accumulated overtime, until he/she obtains the amount of manpower needed.

- 17.7: The supervisor will call everyone on the list until he/she obtains the manpower needed.
- 17.8: When a supervisor requests a man/woman to work over from the off-going shift or calls a man/woman in who is off and the patrol officer accepts, he/she is charged with the number of hours worked. If a man/woman refused the overtime, he/she will be charged with the number of hours available. If the patrol officer cannot be contacted, he/she will not be charged. All charging will be done on the overtime list only. C.O.'s will fill out the form supplied for each call in, indicating who was called, etc. When completed and initialed it will be placed in the manila envelope in their desk. C.O.'s will cooperate in filling out time worked or refused where a man/woman works beyond the time the C.O. remains on duty.
- 17.9: An officer off on compensatory time, on his/her predesignated day, shall still be responsible to cover the overtime. Officers off sick will not. Officers will not be predesignated during regularly scheduled vacations or department schooling. Probationary employees will be allowed overtime in accordance with normal overtime policy.
- 17.10: The overtime list will be kept in the C.O.'s office and will be available for inspection upon reasonable request. The list will be updated weekly by a POA designate on the midnight shift during duty time.
- 17.11: An honest effort will be made by all POA members to advise the department at least one hour prior to their shift starting time that they will be unavailable for duty.

**ARTICLE XVIII**  
**EQUIPMENT POLICIES**

- 18.1: All marked patrol cars shall be equipped with shotguns, protective screens, and air conditioning.
- 18.2: An Employee may refuse to use or operate any equipment which he/she reasonably believes is unsafe or dangerous without a direct order or disciplinary action until it is tested and found to be safe by one of the City's certified mechanics.
- 18.3: The City shall provide hand radio units for each officer on patrol as soon as feasible in connection with a communication system.
- 18.4: The POA may provide and maintain their own blackboards and/or corkboards in the squad room.
- 18.5: The City shall provide and maintain clean, sanitary, and safe working facilities and equipment for all employees.

**ARTICLE XIX**  
**CAUSES OF SUSPENSION, REMOVAL, DISCHARGE OR REDUCTION**

- 19.1: Those employees who have completed the probationary period shall not be disciplined without just cause.



19.2: The parties agree that all employees shall have their rights guaranteed under the Weingarten Decision.

19.3: The Employer agrees that before any employee can be disciplined:

- A. No employee shall be removed, discharged, reduced in rank or pay, suspended or otherwise punished except for cause and in no event until the employee shall be furnished with a written statement of the charges. All charges shall be void unless issued within ninety (90) calendar days after knowledge by management of an alleged violation. Except for those investigations that the City deems confidential, the City shall notify an employee that he/she is being investigated for possible disciplinary action as soon as it is determined practicable by the City.
- B. If an employee is charged with an alleged violation, the City shall hold a Pre-determination Hearing on the charges within thirty (30) calendar days after the notice of charges is issued, unless extended by mutual agreement; otherwise the charges shall be void. The city shall give the employee notice of the City's decision as to discipline or dismissal of the violation no later than sixty (60) calendar days from the date that a Pre-determination Hearing on the charges was conducted by the City; otherwise the charges shall be void. In any proceeding, the employee shall have reasonable time to prepare a defense, have the right to counsel and be afforded due process of law.
- C. The Union president shall be notified in writing of any and all written discipline given to any employee.

19.4: Any employee aggrieved by disciplinary action may seek relief through the grievance procedure or civil service as outlined in Article XII of this Agreement.

19.5: Except with respect to offenses involving felonious criminal activity, in which felony warrants are issued against an employee, or the use of excessive force, in imposing discipline on a current charge, management shall not take into consideration previous discipline regarding the same type of charge that occurred more than two (2) years previously if there have been no similar charges since.

19.6: Reprimands:

- A. Written. Reprimands shall remain in the employee's file for a period up to but not more than two (2) years at the discretion of the issuing supervisor.
- B. Time Limits. All time limits are from the date of issue of the reprimand. At the end of the time limits set on the reprimand, the reprimand, along with all reports relating to the specific reprimand, shall be removed from the employee's personnel file and turned over to the employee by the Department.

If during the time period that an employee is under a reprimand and is issued another reprimand for the same type of incident, the time limits can be doubled but cannot be more than doubled.



19.7: When an employee has been accused of any wrongdoing, that employee shall be entitled to representation by an executive board member of the EDPOA in accordance with the following:

- A. If an executive board member is available at the time of the incident it shall be the accusing supervisor's responsibility to summon him/her to the meeting if this can be done without jeopardizing normal work schedules.
- B. If the matter does not require immediate settlement, the supervisor shall set a time when the matter can be discussed allowing twenty-four (24) hours for the employee to obtain representation.
- C. If the matter must be settled immediately and no representation is available among on-duty officers a supervisor shall contact an off-duty executive board member of the POA. The executive member will be paid in accordance with the overtime article of this contract.

**ARTICLE XX**  
**GENERAL PROVISIONS**

- 20.1: Employees who are members of the East Detroit Police Officers Association may authorize the City to pay to the East Detroit Police Officers Association the sum due on the usual check-off system.
- 20.2: The bargaining team for the POA shall consist of five (5) members with three (3) members permitted time off without loss of pay, and all bargaining dates shall be set at the close of each bargaining session. It is agreed that contract negotiations should begin on March 1st of the bargaining year and begin not later than April 1st of the bargaining year.
- 20.3: All members of the bargaining unit shall as a condition of employment become Members of the Union within thirty (30) days of employment or entering or reentering the bargaining unit or pay a service fee equal to the regular dues. The employer, upon receipt of a written notice from the Union that an Employee is no longer a member in good standing of the Union or has not paid the required service fee, shall terminate the employment of said employee within thirty (30) days from the date of said notice, unless said employee presents a letter from the Union stating that the Employee has been returned to a good membership status or has re-instituted the payment of his/her service fee prior to the expiration of said thirty (30) day period.
- 20.4: This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, EDPOA 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 insofar as possible, continue in full force and effect.

- 20.5: In the event that negotiations extend beyond the terminating date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect, pending agreement upon a new contract.
- 20.6: Upon twenty-four (24) hours notice to the City Manager, or at a mutually agreeable time, any member of the bargaining unit shall have the right to review his or her personnel file at the City Hall.

Before an entry is made in a personnel file of a bargaining unit member, that member shall be presented with the proposed entry and initial same. The purpose of the initialing is to show that the member has notice that the entry is to be made and the content thereof. If a member refuses to initial an entry, the entry shall nevertheless be made, with a notation placed on it showing when, where and by whom the entry was offered to the member for initialing.

- 20.7: Seniority. Department seniority shall be defined as the status attained by the length of continuous service within the Police Department for the City of Eastpointe. An employee's department seniority shall cease to accumulate for any of the following reasons:

- A. He/she resigns from the Department.
- B. He/she is dismissed and not reinstated.
- C. He/she retires.
- D. He/she is on leave of absence from the bargaining unit.
- E. He/she transfers to another position within the City but outside of the bargaining unit. (City seniority will continue.)

An Employee who returns to the bargaining unit after a resignation, leave of absence or transfer will begin accruing department seniority upon his/her effective reinstatement date. This will be added to seniority accrued prior to leaving the bargaining unit.

- 20.8: Layoffs. Any layoffs within the bargaining unit of the EDPOA shall commence with the members with the lowest accrued departmental seniority. In cases where members have equal accrued departmental seniority, position on the certified Civil Service list shall dictate.
- 20.9: The Union shall produce and provide each member of the EDPOA a copy of this Agreement. The City shall supply each member with a copy of all rules, regulations, policies and procedures that must be followed.
- 20.10: The Agreement between the parties entitled Permanent Shift Policy (dated January 7, 1980) is subject to the parties understanding that during the first twelve (12) months after certification by COLES, the probationary employee will not be covered by the permanent shift provision and such employees will be assigned to a shift by the Department.

- 20.11: Promotions shall be made in accordance with the Civil Service Rules and Procedures and the competitive exams shall consist of a written and an 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 combined written and oral exams must also be at least seventy (70). Those officers successfully passing the written and oral exams shall have added to his or her score seniority points totaling  $\frac{1}{2}$  point for each six (6) months of police officer service with the City, up to a maximum of twenty (20) seniority points. The City and the East Detroit Police Officers Association agree that the "Rule of Four" constitutes a finding of "equally qualified" among the four 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 four certified candidates.
- 20.12: A. The City reserves the right to utilize police reserves in any capacity during emergency situations, such as unusual events, natural disasters, utility outages, unforeseeable circumstances, civil disorders, etc. to protect and meet the needs of the community but only in conjunction with the implementation of a departmental emergency mobilization plan involving all bargaining unit personnel as promulgated by the Chief of Police as a part of Department rules and regulations.
- B. Police Reserves may not be used in any manner that will cause the layoff of any member of the bargaining unit.
- 20.13: 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.

**ARTICLE XXI**  
**RESIDENCY**

- 21.1: 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 XXII**  
**PROBATION**

- 22.1: Employees will be on probation for a period of six (6) months from date of certification as a police officer. This period may be extended an additional six (6) months. Probationary employees are entitled to all benefits of this contract except for the right to grieve discharge or discipline.

**ARTICLE XXIII**  
**APPEARANCE AND UNIFORM**

- 23.1: Appearance regulations shall be promulgated as work rules by the Police Chief and, as such, may be amended or modified from time to time by the Police Chief subject to Article XXV, Section C, of this Agreement. Before making changes in the uniform work

rules the Police Chief shall consult with the Union to obtain the Union's review and comment on proposed changes prior to actually issuing any amendments or modifications to said rules. The Chief shall meet with the Union and discuss any appearance change suggested by the Union. Employees cannot be disciplined for failing to obey any work and/or dress uniform rule, regulation or policy change until at least thirty (30) calendar days after beginning their first scheduled shift after the notice of such change has been posted. If proposed change(s) is of such a nature or magnitude as to cause an additional financial burden on the part of police officers to comply, then the City shall bear the initial cost of the change, with the police officers being financially responsible for maintenance and replacement thereafter.

- 23.2: The specified provisions of HAIR AND APPEARANCE CODE and UNIFORM AND DRESS CODE AMENDMENTS from the agreement dated, "July 1, 1991 to June 30, 1994", will be the basis for the first regulations governed by this section. Sections 23.2, 23.3, 24.1 and 24.2 of that agreement shall become the first promulgation of the Department's regulations governing appearance and uniforms. Subsequent changes to those regulations shall be governed by section 23.1 of this Agreement and Department Policies.

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.

- 23.3: Violation of appearance and uniform regulations. Where there is agreement between supervision and the Union that a violation exists, the violator shall be relieved of duty without pay until he/she complies. If the supervisor and Union fail to agree that a violation exists, no action shall be taken at that time, however, at the earliest, convenience said alleged violator shall present himself/herself to the City Manager, or his/her surrogate, for final determination.

#### **ARTICLE XXIV** **NO STRIKE CLAUSE**

- 24.1: The parties hereto recognize that it is essential for the health, safety and welfare of the citizens of the City of Eastpointe that services to the public are without interruption. Any strike, slow-down, sit-in, sick-out or other concerted effort to diminish the quality or quantity of the services performed by members of this bargaining unit shall constitute a breach of this Agreement and shall abrogate the obligations of the Employer.
- 24.2: Individuals who take part in any such strike, slow down, sit-in, sick-out, or any other concerted effort to diminish the quality or quantity of the services performed by members of this bargaining unit shall be subject to immediate disciplinary action up to and including discharge.

#### **ARTICLE XXV** **MANAGEMENT RIGHTS**

- 25.1: 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.

**ARTICLE XXVI**  
**PENSION AND OTHER POST-EMPLOYMENT BENEFITS**

**26.1: Pension:**

- A. The City shall provide retirement pension benefits as provided in the rules and regulations of the Michigan Municipal Employee's 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. Specific terms and plan benefits are written into the Administrative Service Agreement by 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. These Agreements define the retirement benefit and set forth the benefit received for members of the bargaining unit. As defined in the MERS Plan document the pension benefit shall include the following:
  - 1. Employees hired before June 30, 2011: Members of the Bargaining Unit shall receive a straight life pension equal to the product of his or her credited service times 2.8% of FAC through June 30, 2014, and 1.8% of FAC for each year thereafter to a total of twenty-five (25) and 1.0% each year after twenty-five (25). Upon a member reaching social security age, there will be no reduction in pension received.



2. Employees hired before June 30, 2011, and possessing twenty (20) years or more of credited service as of June 30, 2014: Members of the Bargaining unit shall receive a straight life pension equal to the product of the number of years, and fraction of a year of his or her credited service 2.8% of final average compensation for the first twenty-five (25) years of service, and 1% of final average compensation for each year thereafter. Upon a retired members' reaching social security age, the multiplier shall be reduced to the total service times 2.38% of final average compensation. The maximum benefit is seventy-five percent (75%) of final average compensation Social Security Age is the first age at which eighty percent (80%) of old age security benefits are payable (age sixty-two [62], gradually increasing.) Employee shall contribute a maximum of five percent (5%) of FAC eligible compensation to pension.
3. Employees hired after July 1, 2012, shall participate in a hybrid pension plan which consists of a combination of the City's MERS Defined Benefit Plan and City provided Defined Contribution Plan. The Defined Benefit Plan shall provide a multiplier formula of 1.0% for years of eligible service at retirement age.

The Police Officer shall participate in the 401(a) defined contribution plan with the City contributing an amount equal to four percent (4%) of base wages. If an employee voluntarily contributes at least two percent (2%) of base wages, the City will match the employee contribution with an additional contribution equal to two percent (2%) of base wages to a maximum of three percent (3%). The City's maximum contribution shall be seven percent (7%) of base wages. Employees shall be 100% vest in the plan after five (5) years of service.

26.2: Death Benefit/Duty Disability:

- A. Upon retirement, the retiree shall have a \$10,000 death benefit to be provided at City expense.
- B. Should any member of the bargaining unit (or his survivors) hired on or before July 1, 2011, be deemed entitled to the MERS duty disability benefit, or to the MERS duty death benefit, the City will supplement the MERS benefit so that the benefits received are equal to what the member (or his survivors) would have received in the event of duty disability or duty death under the City pension plan provisions and the Collective Bargaining Agreement provisions as they existed in May 2015 prior to the transfer to MERS.

26.3: Retiree Healthcare:

- A. To be eligible for retiree healthcare an individual must be age fifty (50) with twenty-five (25) years of service with the City of Eastpointe. This is actual service credit.

1. Medical insurance as described in section 9.2, including the hard cap provision of PA 152 of 2011 shall first be provided when either the retiree and/or his/her surviving dependents begin receiving retirement benefits from the City of Eastpointe. Employees 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.
  2. Should prescription drug benefits provided to employees change in future contracts, then prescription drug benefits provided for eligible retirees retiring on or after July 1, 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.
  3. Employees hired prior to July 1, 2012 who receive a duty disability pension under this section shall be entitled to hospitalization insurance coverage as provided in this contract. The City shall pay the full premium for all duty disability retirees regardless of years of service with the City of Eastpointe.
  4. If the surviving spouse marries, all medical insurance benefits shall cease to be provided.
  5. The City's payment toward medical insurance shall terminate when the retiree is eligible, resulting from other employment of the retiree, for medical insurance with benefit coverage equal to or better than the retiree's insurance benefit plan with the City. The retiree shall be eligible to reinstate his/her city insurance coverage, if the retiree no longer is eligible for the other medical insurance with coverage equal to or better than the retiree's insurance benefit plan with the City.
- B. To be eligible, the spouse must be the spouse at the time of retirement. Other beneficiaries may be on healthcare until age nineteen (19) or continues to be a full-time student until age twenty-five (25).
- C. Retirees must enroll in Medicare Parts A and B when they become eligible, at the retiree's sole expense.

- D. The only exception to the eligibility rule in one (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 twenty (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 eighty percent (80%) of the premium for twenty (20) years of service, and four percent (4%) for each year of service thereafter until twenty-five (25) years is reached.
- E. Employees hired after July 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 percent (5%). This shall be the sole responsibility on the part of the City for retiree health care for these employees.
- F. A police officer hired after July 1, 2012, is not eligible for retiree healthcare. In the event of a duty death, the surviving spouse and dependents shall be provided retiree healthcare as set forth in the collective bargaining agreement, under the following conditions:
1. It will cover the spouse and dependents at the time of the duty death;
  2. During the period when they are eligible, the spouse and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring;
  3. A spouse will not be eligible to receive benefits under this provision if they are eligible to receive health insurance benefits under any other health insurance plan offered by another employer;
  4. This benefit will cease upon the occurrence of any of the below events:
    - a) Eligibility to participate in a free or low cost federal health care program that provides substantially similar insurance to that of the active workforce.
    - b) Attainment of age sixty-five (65). Provided, however, for those hired after July 1, 2011, who have an HSA account, the retiree or survivor beneficiaries must first utilize and exhaust the HSA account to pay for premiums.
- G. In the event a disability pension is granted, the member is found to be in receipt of Workers' Compensation on account of a personal injury or disease arising out of and



in the course of his or her City employment, and the retiree is eligible for Social Security Disability, the retiree, spouse and dependents shall be provided retiree healthcare as set forth in Article IX, Section 9.2 under the following conditions:

1. It will cover the duty disability retiree and their spouse and dependents at the time they were determined to be eligible for duty disability retirement only;
2. During the period when they are eligible, the member and eligible dependent(s) will be provided the same health insurance and prescription drug coverage provided to active employees as may change due to mirroring;
3. A member will not be eligible to receive benefits under this provision if they or their spouse are eligible to receive health insurance benefits under any other health insurance plan offered by another employer;
4. This benefit will cease upon the occurrence of any of the below events:
  - a. Termination of the employee's duty disability retirement and pension;
  - b. Eligibility to participate in a free or low cost federal health care program that provides substantially similar insurance to that of the active workforce;
  - c. Attainment of regular retirement age, but under no circumstances will this benefit continue past age sixty-five (65). Provided, however, for those hired after July 1, 2012, who have an HSA account, the retiree or survivor beneficiaries must first utilize and exhaust the HSA account to pay for premiums.

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 XXVII**  
**EFFECTIVE DATE**

- 27.1: This agreement shall become effective July 1, 2017 and shall continue in full force and effect until June 30, 2020. All changes will be effective at the beginning of the first pay period after ratification except that wages will be retroactive to July 1, 2017 for active members of the bargaining unit.
- 27.2: In Witness Whereof the parties hereto have caused this instrument to be executed, and have hereunto set their hands and seals this 2<sup>nd</sup> day of August, 2017.

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**



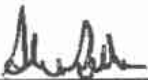
James Tignanelli  
Business Agent

**CITY OF EASTPOINTE**




Steve M. Duchane  
City Manager/Director of Personnel

**EAST DETROIT POLICE OFFICERS ASSOCIATION**



Steven Sellers, President



John Arthurs, Vice President



Joseph Madonia, Treasurer



James Zwicker, Secretary