

July 1, 2013 – June 30, 2016

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
CITY OF ROMULUS AND THE POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

## INDEX

ARTICLE		PAGE
1	Purpose	4
2	Definitions	4
3	Recognition	4
4	Strikes	5
5	Dues Deduction	5
6	Special Conference	5
7	Reduction in Work Force (Layoffs)	6
8	Seniority	6
9	Management Rights	8
10	Subcontracting	8
11	Outside Employment	8
12	Discipline Procedure and Member's Rights	9
13	Privileges of Officers	11
14	Grievance Procedure	11
15	Authority of Arbitrator	13
16	Overtime	13
17	Court Time	14
18	Recall Pay	14
19	Personal Business Days	14
20	Sick Leave	15
21	Work Scheduling	17
22	Funeral Leave	19
23	Holidays	19
24	Vacations	20
25	Military Leaves	21
26	Health Care Insurance	21
27	Worker's Compensation	22
28	Pension Benefits	23
29	Tuition Reimbursement	24
30	Legal Counsel and Liability Insurance	24
31	Patrol Vehicle Assignments	25
32	Police Reserves	25
33	Overtime Assignments	25
34	Job Assignments	26
35	Promotions	28
36	Shift Differential	29
37	Uniform Clothing and Cleaning	29

38	Lunch Period	29
39	Department Files	30
40	Health and Safety	30
41	Miscellaneous Items	31
42	Wages	31
43	Special Skills Proficiency	32
44	Life Insurance	32
45	Drug Testing	33
46	Savings Clause	33
47	K-9 Program	33
48	Termination of Agreement	34
	Signature Page	34-35
	Letter of Understanding	36

ARTICLE 1  
PURPOSE

1.1: It is the intent and purpose of this contract between the City of Romulus and the Police Officers Association of Michigan to promote and insure a spirit of confidence and cooperation, to set forth the general policy of the City on personnel and procedures, to establish uniform and equitable rates of pay and hours of work and other terms and conditions of employment both economic and non-economic, and to provide a method of redress of any grievance.

ARTICLE 2  
DEFINITIONS

2.1: When the term "City" is used, it shall mean the City of Romulus, County of Wayne, State of Michigan and its duly elected or appointed representatives. "Employees" shall mean Patrol Officers, Corporals and Dispatchers below the rank of Sergeant employed by the City of Romulus Police Department.

2.2: "Corporals" are considered as "Police Officers" as referenced within this contract. The designation of "Corporal" is considered solely as a recognition of ten (10) years of police service, whether at the City of Romulus or other law enforcement agency. A "Corporal" will not be considered a supervisor and will receive no pay or benefit upgrade from the rank of "Patrol Officer".

2.3: "Police Officers" shall mean Corporals and Patrol Officers.

ARTICLE 3  
RECOGNITION

3.1: The City recognizes the Police Officers Association of Michigan (POAM) 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 POAM, 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 Patrol Officers, Corporals and Dispatchers below the rank of Sergeant in the Police Department.

3.2: Membership in the Union is not compulsory. All employees in the classifications covered by the Union have the right to join or not to join, to maintain or to drop their membership in the Union as they see fit. Neither party to this agreement shall exert any pressure on or discriminate against any employee with regard to such matters.

3.3: The Romulus Police Officers Association, affiliated with the Police Officers Association of Michigan, authorize the President and/or the members of the executive board as representatives of the Union for the purpose of grievance discussion and the representation of members when necessary in order to apply the other articles of this agreement.

**ARTICLE 4**  
**STRIKES**

4.1: Adequate procedure has herein been provided by this agreement and by Public Act 379 for the settlement of any grievances, disputes, impasses which may arise between any one or more employees in the bargaining unit covered by this agreement or the Union's members, representatives, officers or committees and the Employer.

4.2: Accordingly, it is agreed that neither the Association nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers of the Association will take affirmative action to preclude or terminate any slowdown or strikes against, including but not limited to, any concerted refusal to work, or any concerted absenteeism from work.

4.3: The Employer shall have the right to discipline or discharge any employee for violation of the provisions of this article (with recourse to the arbitration provisions of this agreement only as to the question of a violation of this provision and not as to the severity of the discipline).

**ARTICLE 5**  
**DUES DEDUCTION**

5.1: The City agrees to deduct the dues and/or service fee as certified by the Association and send the dues collected to the person and place as designated by the Association with a list of employees, upon receipt by the City from the Association of written authorization allowing the deduction from each employee from whom the deductions are to be made. All dues collected by the City will be sent to the attention of the Treasurer, Police Officers Association of Michigan, 27056 Joy Road, Redford, MI 48239-1949.

5.2: Any person employed with the City and covered by this agreement, who is not a member of the Association and does not make application for membership within ninety (90) days from the effective date of this agreement or from the date he/she first becomes a member of the bargaining unit; whichever is later; shall as a condition of employment, pay to the POAM a service fee, equivalent to regular membership dues of the Association, as a contribution towards the administration of this agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) calendar days after receipt of written notification to the City from the Association, unless otherwise notified by the Association in writing within said thirty (30) calendar days, and provided that the Association shall release the City from fulfilling the obligation to discharge if during such thirty (30) calendar day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the membership dues or service fee in accordance with this agreement.

5.3: The Association agrees to protect, save harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability by reasons of the actions taken by the Employer for the purpose of complying with this article of the agreement.

**ARTICLE 6**  
**SPECIAL CONFERENCE**

6.1: A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

6.2: Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two individuals present at said conference. Arrangements shall be made in writing twenty-four (24) hours in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the special conference shall be confined to those matters listed on the agenda.

ARTICLE 7  
REDUCTION IN WORK FORCE (LAYOFFS)

7.1: When there is a pending reduction in the workforce within the bargaining unit, the City shall immediately give notice to the Union as soon as there is any strong likelihood of said reduction in the workforce, and will give at least two (2) weeks notice before actual reduction in workforce to the affected employees.

7.2: In the event of a reduction of the workforce in the Police Department, it shall be made among all employees in the same classification, according to length of service; except that part-time dispatchers shall be laid off before a full-time dispatcher, regardless of seniority.

7.3: Subject to Section 7.2, the employees with the least amount of service shall be the first laid off and the last to be recalled. In the event of recall, the employee shall respond within seven (7) calendar days of notice of recall of his/her intention to return to the City and shall return to duty within fourteen (14) calendar days after his/her response.

7.4: A non-probationary employee with less than ten (10) years of seniority will have recall rights for up to two (2) years subject to his/her ability to perform the job. An employee who has more than ten (10) years of seniority will have recall rights for up to ten (10) years after his/her layoff, subject to his/her ability to perform the job.

ARTICLE 8  
SENIORITY

8.1: An employee, who is a certified officer at time of hire, is on probation for the first twelve (12) months of employment. An employee who is not a certified officer at the time of hire is on probation for the first fifteen (15) months of employment.

8.2: During the employee's probationary period, that employee may be terminated at the sole discretion of the Department with or without cause. This termination will not be subject to the grievance procedure. Probationary Patrol Officers shall participate in the FTO program and must successfully complete all the elements of the sixteen (16) week program before being confirmed. After completion of the FTO program, probationary officers will be evaluated every month for the balance of the probationary period and upon successful completion of the full twelve (12), or fifteen (15), month period shall be credited with all seniority.

8.3: Seniority shall be determined by the employee's length of service in the Department and, if necessary, Section 8.4. The seniority list accepted by the City and the Union as of January 18, 2007 will serve as the base line for developing future seniority lists.

8.4: All employees who are hired that have the same hire date will have their respective, objective testing process scores used to determine the seniority of said employees.

8.5: Seniority for part-time dispatchers shall be listed separately from full-time dispatchers.

Should a part-time dispatcher be hired as a full-time dispatcher, the seniority earned as a part-time dispatcher shall be converted, on a pro-rated basis, to seniority of a full-time dispatcher. In that event, the dispatcher's seniority for part-time service shall be recalculated, based on hours actually worked. Paid time off, such as vacation or sick leave, shall not be included in "hours actually worked". The recalculation shall be based upon hours actually worked as a part-time dispatcher and a 2,080 hour work year.

8.6: An up-to-date seniority list of names and length of service dates shall be furnished to the Association.

8.7: Subject to Section 7.4, an employee shall forfeit seniority rights only for the following reasons:

- A. Resignation
- B. Dismissal and not reinstated
- C. Retirement.
- D. The employee is unable to return from a medical leave of absence after twenty-four (24) months.

In the event that an employee on an approved duty-related disability retirement is determined by MERS through its established procedure to be able to return to work, then the employee shall be granted departmental seniority as if he had actually worked the entire period of the disability. The employee shall not receive "credited service", as defined by MERS, for the period he was receiving a duty disability retirement.

8.8: Employees who are promoted out of the bargaining unit shall have their bargaining unit seniority frozen after one hundred and eighty (180) calendar days of promotion or transfer to a position outside of the bargaining unit.

Employees of the Department who are demoted by the City shall not have deducted any seniority which was otherwise lost as a result of his or her transfer or promotion with the following limitations:

- A. Total departmental seniority shall not be used for vacation selection, job assignment or shift selection.
- B. Total departmental seniority shall be used for layoffs and recall to his or her former classification outside the bargaining unit.

ARTICLE 9  
MANAGEMENT RIGHTS

9.1: The Employer shall have and possess the exclusive right to manage all functions of all its agencies, departments and offices, including but not limited to: the direction of staff, the full and exclusive right to hire, promote, demote, discharge and discipline employees for cause; to promulgate rules and regulations governing the conduct of the employees and to require their observance; to make temporary job assignments necessary to ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the Employer; to establish and direct the locations and methods of work, job assignments, work schedules and job descriptions; to maintain order and efficiency to determine the length of the work week; to direct the reduction of the workforce for efficiency purposes; to control, direct and supervise all equipment subject to the terms of this agreement.

ARTICLE 10  
SUBCONTRACTING

10.1: The parties recognize the responsibility of the City to provide services to its citizens in the most professional and economical fashion and recognize that in appropriate cases outside contractors may be employed to perform such services. Prior to the use of any outside contractors, the City will discuss its intentions with the Union. In no event shall any employee who customarily performs the work in question be laid off or transferred as a direct result of work being performed by any outside contractor.

ARTICLE 11  
OUTSIDE EMPLOYMENT

11.1: In order to work off-duty an employee must notify the Chief of Police in writing. The written notification must include the location, type of work, hours of work, name of employer and any other pertinent information. Departmental uniforms or equipment shall not be worn or used during outside employment.

11.2: Employees will not be allowed to work while off-duty in any occupation that is connected to or related to law enforcement. Prohibited jobs include, but are not restricted to, serving civil papers, court officer duties, security guards, private investigations, accident investigations, bouncers, and bartenders.

11.3: The restrictions in Section 11.2 do not include Romulus School District activities.

11.4: Any court time required because of outside employment will not be compensated by the Romulus Police Department.

11.5: Employees will not work in excess of twenty (20) hours per week while performing outside employment. Employees must also be able to be contacted in case of an emergency. If the outside employment interferes with the employee's job performance with the Romulus Police Department, the Chief of Police may terminate the privilege of outside employment.

11.6: Upon ending his or her outside employment the officer must notify the Chief of Police in writing.



ARTICLE 12  
DISCIPLINE PROCEDURE AND MEMBER'S RIGHTS

12.1: The Romulus Police Department will follow progressive disciplinary action including oral reprimand, written reprimand, suspension and removal from service. The tenure of an employee with the Romulus Police Department shall be kept only with good behavior and efficient service. Disciplinary action may be imposed upon any employee for failure to fulfill the employee's job responsibilities or for conduct deemed, after review, to be improper. In keeping with progressive discipline, with just cause, an employee may be removed from service, suspended without pay or discharged for violating the Department's policy, rules and procedures.

12.2: In any case where employee disciplinary action is necessary, the following disciplinary options are available to the Department:

- A: Oral reprimand which is a verbal counseling or warning.
1. Oral reprimands shall be placed in a separate central file.
  2. The officer shall be advised that an oral reprimand has been issued and given a copy of same.
  3. The oral reprimand is not grievable.
- B: Written reprimand which is usually at the level of an employee's supervisor who shall be empowered to reprimand an employee in writing for misconduct or work deficiencies. A copy of the written reprimand is to be submitted to the Association President. A written reprimand may be appealed to the Chief of Police. If a member is not satisfied with the Chief's or his designee's answer, the member may file a written response to the reprimand and it shall become a permanent part of the reprimand and be placed in the member's personnel file. A written reprimand may also be grieved by the member.
- C: Upon a full investigation of allegations against an employee, the Department may conduct a hearing and render any disciplinary penalty including suspension or discharge. The Chief of Police or his designee's decision will be transmitted in writing to the employee and the Association President within ten (10) working days of the completion of the hearing. A hearing is necessary prior to suspensions or discharges, but not prior to oral or written reprimands.
- D: An employee must be notified of discipline taken by the Chief of Police or his designee within ninety (90) calendar days after the Chief of Police has knowledge of the events which caused the discipline to arise.

12.3: An employee who is charged with a felony, or a misdemeanor with strong evidence of serious, malicious, criminal intent or dishonesty, may be suspended by the Chief of Police without pay until such time that the case is complete and a decision on discipline is rendered at a hearing. An employee may receive back pay if the employee is later found not guilty of the crime. The employee may still face departmental charges regarding the incident.

12.4: There will be no suspensions in excess of thirty (30) calendar days. Any suspension longer than thirty (30) calendar days will be considered a discharge.

At the employee's discretion, vacation and personal days may be used in lieu of unpaid suspension days up to a maximum of five (5) work days.

12.5: All cases of discipline may be processed as a grievance, beginning with step four (4) of the Grievance Procedure except as referred to in section 12.2 A and B.

12.6: When twenty four (24) months of satisfactory service have been completed from the last disciplinary action taken by the employer, all reprimands or suspensions of less than ten (10) work days, appearing in the records may not be used against the employee for future disciplinary action. The written reprimands shall be removed by the Chief of Police upon request, unless the new offense is of a like nature or equal in seriousness to the previous discipline.

When five (5) years of satisfactory service have been completed from the last disciplinary action taken by the employer, all suspensions of ten (10) work days or more may not be used against the employee for future disciplinary action.

12.7: The Department shall give an employee at least five (5) working days notice with a copy to the Association of any disciplinary matter scheduled to be heard at a hearing.

12.8: An Association Officer, Association legal counsel, or both shall have the right to be present at all disciplinary hearings at the request of the member.

12.9: Throughout all disciplinary hearings, each employee shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.

12.10: Whenever an employee is under investigation or subjected to interview by a supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such investigation or interview shall be conducted under the following conditions:

A: The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required.

B: No interview shall begin until the employee has been notified that he or she has a right to have an officer of the Association present.

12.11: If any employee is ordered to make an oral statement regarding alleged criminal conduct, the employee shall comply subject to the receipt of Miranda or Garrity warnings and shall be given a reasonable time to act in accordance with such rights.

12.12: After an employee is ordered to make any written statement in response to any alleged misconduct on his or her part, he or she shall have twenty-four (24) hours from the time of the order to comply.

12.13: Any employee may be temporarily suspended with pay from duty by any superior officer in order to insure the good order and efficiency of the Department. The suspension may be continued without pay upon a hearing. Such suspensions without pay will be effective the date of the hearing.

12.14: All suspended employees shall immediately surrender their badges, service weapons and departmental identification and shall not be empowered as Police Officers.

12.15: Any claims for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of wages that the employee otherwise would have earned less any compensation for personal services they may have received during the period of suspension. All unemployment compensation collected during suspension or discharge shall be paid back to the source of the compensation.

12.16: Any employee who is accused of violating any criminal, City, State or Federal law shall be entitled to his/her full rights under the State and Federal Constitutions without being disciplined for exercising such rights unless specifically addressed in this agreement.

12.17: This article does not apply to employees who are on probationary status except that any probationary employee shall be granted an informal hearing at the sole discretion of the City, before he or she is discharged. There will be no appeal to arbitration from this informal hearing.

12.18: Polygraphs will not be required of members of this bargaining unit regarding departmental investigations.

### ARTICLE 13 PRIVILEGES OF OFFICERS

13.1: The Department will grant a necessary and reasonable amount of time off, during working hours, and with regular pay, for lost time to Association officers who must necessarily be present for direct participation in the grievance adjustments and special conferences with the Department. Such persons must receive permission from the Chief of Police or next in command to leave their workstations and must report promptly when their part in the grievance adjustment or special conference has been completed. This privilege shall not interfere with vital police services.

13.2: If an employee attends any meeting involving any step of the grievance procedure or special conference during a time period when he or she is not scheduled to work, the employee will not be paid for attending such grievance meeting or special conference, unless required to attend by the Employer.

### ARTICLE 14 GRIEVANCE PROCEDURE

14.1: A grievance under this agreement is a written dispute, claim or complaint arising under and during the term of this agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this agreement. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

14.2: All grievances must be filed in writing within fifteen (15) calendar days of the event giving rise to the grievance, or if the employee is off on any type of leave days permitted by this contract, then the grievance must be filed in writing within fifteen (15) calendar days of his or her return to work, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

STEP 1: Any employee having a complaint may first take up the matter with his or her immediate supervisor, with or without the presence of his or her representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. If no satisfactory answer or disposition is received, the complaint shall be processed as follows.

STEP 2: The employee and/or his or her representative shall reduce the matter to written form stating all facts in detail including the article and section of the contract claimed to have been violated and submit same to the Chief of Police's designee. The designee shall within fifteen (15) calendar days record his disposition in detail on all copies of the grievance form, returning them to the grievant or his or her representative.

STEP 3: Failing to resolve the grievance in the second step, the union representative shall within fifteen (15) calendar days of receipt of the supervisor's disposition, take up the matter with the Chief of Police. The Chief of Police or his designated representative shall within fifteen (15) calendar days of receipt of the grievance, record his disposition on all copies of the grievance form and return two copies to the union representative. If the matter is not satisfactorily settled or adjusted in this step, the representative shall then process the grievance as provided in step 4.

STEP 4: Failing to resolve the issue in the third step the Union shall within fifteen (15) calendar days of the Chief's disposition contact the Human Resources Director. A meeting will be scheduled at a mutually agreeable time, which time shall not exceed fifteen (15) calendar days from the time the Union contacts the City unless a longer time is mutually agreed upon. A written response will be provided by the City within fifteen (15) calendar days after the meeting date.

STEP 5: If the grievance is not satisfactorily adjusted in step 4, either party may, within fifteen (15) calendar days of receipt of the step 4 answer, request arbitration in writing and the other party shall be obligated to proceed with arbitration according to the rules of the Federal Mediation and Conciliation Service (FMCS) or the American Arbitration Association (AAA). The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within fifteen (15) calendar days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with FMCS or AAA. 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 in regard to the grievance in question. His determination shall be final and binding on the parties and affected employee. The costs of the arbitrator shall be divided equally between the parties.

- A: Any grievance not appealed within the time limits from one step of the grievance procedure to the next will be considered settled on the previous decision.
- B: Any grievance not answered by management within the time limits shall automatically be moved up to the next step.
- C: When more than one employee has been aggrieved as a result of some action taken by management, the President or his designee may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employees or the entire union.
- D: Any of the steps of the grievance procedure may be waived by the agreement of the Chief of Police and the President of the union or the aggrieved employee.

14.3: Any and all grievances resolved at any step of the grievance procedure as contained in this agreement shall be final and binding on the City, the Union, and any and all unit employees involved in the particular grievance.

ARTICLE 15  
AUTHORITY OF ARBITRATOR

15.1: The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this agreement, and he/she shall be without power or authority to make any decisions:

- A: Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.
- B: Limiting or interfering in any way with the powers, duties or responsibilities of the City under its charter, applicable law, and rules and regulations having the force and effect of law.
- C: Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy or rule does not conflict with this agreement.
- D: Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
- E: Providing agreement for the parties in those cases, whereby their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
- F: Granting any right or relief for any period of time whatsoever prior to the effective date of this agreement or subsequent to the date upon which this agreement shall terminate.

ARTICLE 16  
OVERTIME

16.1: 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 and paid at one and one half (1-1/2) times of his or her normal rate of pay. All overtime shall be approved in advance by the immediate supervisor.

16.2: The Department will make an effort to schedule necessary training in the closest proximity of the Department whenever possible. However, it is understood that this is not always possible.

- A: If travel time exceeds one (1) hour per day, the employee will be compensated with one hour of travel time, paid at the overtime rate of pay. This payment is the maximum amount to be paid regardless of the total travel time.

B: If the training is a multiple day seminar, in excess of seventy-five (75) miles from the City, the Department will provide accommodations. If an officer declines the accommodations, and wishes to drive back and forth, the officer must notify the Department in advance of the training date. The officer will receive the one-hour (1) travel time payment for each day traveled. If the accommodations are used by the officer, no travel time will be paid.

#### ARTICLE 17 COURT TIME

17.1: Any employees scheduled or subpoenaed for court during non-working hours shall be guaranteed a minimum of four (4) hours court time at a rate of one and one half (1-1/2) times the employee's normal rate of pay.

Subpoena pay shall be turned over to the City.

17.2: Any employees scheduled or subpoenaed for court more than one (1) hour prior to his or her regularly scheduled shift shall receive the minimum court time regardless of the amount of time actually spent in court. If an employee stays longer than the minimum time, the employee shall receive all hours actually worked.

17.3: In the event an employee is scheduled or subpoenaed for court after an employee's regularly scheduled shift, and such an appearance is contiguous with the employee's shift, the employee will receive overtime only for the actual amount of time spent for court duties.

17.4: Pass days or shifts will not be changed to avoid paying court time. Pass days may be changed by mutual agreement between the Department and the employee.

#### ARTICLE 18 RECALL PAY

18.1: Employees are entitled to recall pay at a time and one half (1-1/2) rate if recalled to duty after completing their shift and before their next tour of duty. A minimum of four (4) hours shall be paid for any recall to duty unless connected to a shift. Management may require the recalled employee to work the full four (4) hours.

18.2: Uniformed patrol dispatchers will be allowed to begin their shifts at 6:30 A.M. and 10:30 P.M. In return, for training starting at 7:00 A.M., 3:00 P.M. and 11:00 P.M. training will be a continuation of their shift. If training begins ½ hour after a shift ends, no recall pay will be paid, only hold over pay will be paid.

#### ARTICLE 19 PERSONAL BUSINESS DAYS

19.1: Each employee shall be granted three (3) personal business days on their anniversary date. Personal business days must be approved by the employee's immediate supervisor and shall be non-cumulative. Personal business days may be used in four (4) hour blocks.

A: Two (2) employees are allowed to be off on any one (1) shift at any one (1) time on any combination of personal business, vacation or holiday time.

19.2: Advanced notice of seventy-two (72) hours shall be given to the immediate supervisor unless emergency otherwise indicates.

ARTICLE 20  
SICK LEAVE

20.1: Sick leave shall not be considered a privilege, which an employee may use at his or her discretion, but shall be allowed only in case of actual sickness or disability of the employee, or because of illness in his or her immediate family. Sick leave may also be used to meet dental appointments, or to take physical examinations or other sickness prevention measures, provided that the employee receives advanced approval from his or her shift commander.

A: As of July 1st of each contract year, each employee shall receive ninety-six (96) hours credited sick time.

B: At the end of each contract year, an employee may elect to carry over all of his/her sick time, or fifty percent (50%), and not receive the payoff as long as written notification is received in the Chief of Police's office by June 30 of that contract year. At the end of the Contract, all sick leave must be paid off at a rate of one hundred (100%) percent their then hourly rate.

C: At the expiration of this contract, employees may elect to carry their remaining sick time earned during this agreement forward and placed into a Long Term Disability (LTD) sick leave bank. An employee may utilize this bank to supplement payment when receiving an LTD payment, up to a maximum of one hundred percent (100%) of his/her base wages, or to qualify for long-term disability benefits or as provided for below.

1: The LTD sick leave bank can only total one hundred (100) days and no more.

2: The LTD sick leave bank will be paid off at the rate of fifty percent (50%) of the employee's then hourly rate of pay upon retirement or receiving a duty disability retirement and under no other circumstances.

D: The Chief of Police shall provide the rules and procedures employees must follow in using sick leave.

20.2: NON-DUTY DISABILITY: The City agrees to provide a long-term disability income plan, which will provide the following benefits:

A: After thirty (30) working days of an illness or injury, a qualified employee shall receive benefits equal to eighty-five (85%) percent of his or her hourly rate of pay for the first twenty-four (24) months without a maximum and then sixty-seven (67%) percent thereafter up to a maximum of Three Thousand Dollars (\$3,000) per month. After ten (10) consecutive work days of sick leave use, an employee may elect to use his/her sick leave in his/her reserve sick leave bank to qualify for this benefit.

B: For eligible employees, payments from the City for the differential between eighty-five percent (85%) of pay and the amount covered by the disability insurance carrier will begin at the next full pay period after thirty-one (31) calendar days from the original disability, if the employee has filed a proper application within seven (7) calendar days after the disability begins. Eligible employees may retain the checks issued by the long-term disability insurance carrier and are not required to turn those checks over to the City.

- C: Eligible employees shall receive disability income replacement benefits as provided in The Hartford insurance contract. The maximum benefit is to the employee's age 65. If an insurance product is not available to meet the benefit levels described in this Section, the City and Union shall meet to discuss alternatives.
- D: The City shall not pay nor will the employee earn the following benefits during the time an employee is receiving long-term disability benefits:
- 1: vacation leave
  - 2: personal business leave
  - 3: unemployment compensation
  - 4: worker's compensation
  - 5: employer's contribution to the pension plan.
  - 6: Sick leave - after the employee is absent from work for one (1) consecutive year.
- E: After the LTD disability carrier has approved the employee to receive long-term disability benefits, the City shall then pay the premiums for the employee's medical insurance then in effect, as long as the employee maintains the same employee contribution to health insurance as if they were actively working, for a period of two (2) years. The City shall then pay fifty (50%) percent of the employee's COBRA benefits for the next eighteen (18) months if the employee so requests.
- If the employee goes on military leave as provided for in Article 25, all payments and benefits shall cease during the period of time the employee is on military leave.
- F: The benefit shall be offset against any statutory benefits the employee may receive, including the reimbursement to the City of any judgment or settlement the employee may receive which is associated with his or her disabling injury or illness. This provision shall remain even if the employee is no longer an employee of the City.

**20.3: DUTY DISABILITY RETIREMENT:** Employees who are receiving Worker's Compensation Benefits as provided for in Article 27 shall receive benefits as therein provided. Effective for injuries and illnesses arising after the execution of the 2006-2010 collective bargaining agreement, employees who the City determines are totally and permanently disabled as a result of a duty connected injury and are unable to perform any work for the Police Department shall receive the following long-term payments and benefits:

- A: When combined with workers' compensation or MERS duty disability pension, the retiree shall receive full pay and contractual fringe benefits for the first year from the date of the injury or illness. After the first (1<sup>st</sup>) anniversary of the injury or illness, when combined with workers' compensation or MERS duty disability pension, the retiree shall receive eighty-five percent (85%) of the retiree's wages as of the date of his/her disabling injury or illness for the next two (2) years from the date of the injury or illness. The supplemental payment is then reduced to eighty percent (80%) on the fourth (4<sup>th</sup>) anniversary of the injury or illness. The supplemental payment will stop upon the retiree reaching age of eligibility for full Social Security benefits.



- B: Retirees who earn wages in other employment in excess of one hundred percent (100%) of their annual wage rate at the time they receive a duty disability retirement shall have their supplemental payment reduced dollar for dollar effective March 1<sup>st</sup> each year on a prorated monthly/annual basis. Employees who receive a disability retirement from MERS shall submit their tax returns to the City March 1 each year.
- C: If the retiree redeems his/her workers compensation benefit for a lump sum payment, then all supplemental payments described in sub-Section A and all contractual fringe benefits, except hospitalization/medical benefits, shall stop.
- D: Retirees receiving MERS duty disability pension payments shall not receive any benefits as provided for under the terms of this agreement except for the medical benefits described in Sections A and E and the contractual fringe benefits for the first year described in Section A.
- E: Retirees who are in receipt of MERS duty disability pension shall receive hospitalization/medical insurance benefits in the same manner and under the same conditions as an employee who receives a regular retirement.

ARTICLE 21  
WORK SCHEDULING

21.1: All employees will work a forty (40) hour week. Employees will work five (5), eight (8) hour days and have two (2) consecutive pass days continuing the current practice as defined below.

- A: Police Officers and Dispatchers assigned to patrol shall bid for available shifts according to seniority. Bids will take place every three (3) months resulting in a work schedule posted one (1) month prior to the time period bid for.
- B: The initial bid for pass days will be by seniority. Each Saturday or Sunday bid for will result in one (1) point charged to that employee's pass day bidding record. Subsequent pass day bids will be bid from the lowest point total to the highest point total with ties broken by seniority. Points will continue to accrue until the last day of each contract at which time the totals will be set back to zero.

Employees transferring to patrol from a bureau, entering the system for the first time, or re-entering the system from LTD, will enter the system at the average of all total points.

- C: One (1) officer who is working the day shift will begin his/her tour of duty one (1) hour later than the normal starting time. One (1) officer who is working the afternoon shift will begin his/her tour of duty one (1) hour earlier than the normal starting time and one (1) officer who is working the afternoon shift will begin his/her tour of duty one (1) hour later than the normal starting time. These starting times will be bid for by seniority. If no one bids for the different starting times, the junior employee on the shift will be assigned.

Any or all of these shifts listed above may be terminated at the discretion of the Chief of Police. Affected officers will then continue on the normal shift times.

- D: Officers that are on probation shall not be afforded the opportunity to bid for a shift, or pass days, but will have their shift and pass days assigned by the Chief of Police or his designee.
- E: Officers assigned to non-patrol positions such as traffic, juvenile, D.A.R.E., S.I.U., D.E.A. etc. may have their schedules and shifts adjusted by their supervisors according to the needs of the Department. Officers will receive reasonable notice of the change in schedules and/or shifts.
- F: The Association President will be deemed as having top seniority for the purpose of shift bids only.

21.2: Every effort will be made by management to transfer employees back to patrol from the other bureau assignments at the beginning of a three (3) month bid period. If transfers are impossible, or impractical, to make at the beginning of a bid period, then the City will assign the employee's shift and pass days for the first partial bid period.

21.3: Pass days and shifts may be changed by the Department to facilitate employees attending schools and training sessions. Employees are entitled to two (2) weeks notice of the change. This applies to schools and training sessions deemed necessary by the Department within an area using Battle Creek, Lansing, Flint and Port Huron as boundaries.

CHANGING SCHEDULES:

21.4: Employees may switch daily work schedules under the following guidelines. Probationary officers and officers not assigned to patrol duties cannot be included in any switch.

- A: Employees must not switch more than one (1) day at a time.
- B: The switch must be on a one-on-one basis. No more than two (2) employees may be involved in one switch. Each employee must sign a form indicating that they are aware of the switch and agree to work the switched schedule.
- C: The Department must have forty-eight (48) hours notice of any switch.
- D: The switch must not cause overtime.
- E: The switch must not cause any employee to work a double shift.
- F: Both employees involved in the switch must sign the permission to switch form.
- G: Shift Commanders on each shift affected by the switch must agree and sign the permission to switch form.
- H: The employee who has agreed to make a switch to work a given shift shall remain accountable for that shift. An employee, who does not report for a scheduled switch, is subject to discipline for neglect of duty.
- I: There shall be no payments made between employees for any schedule switch.
- J: Any shift differential payments will only be paid to the employee actually working the shift on which the shift differential is paid.

- K: The Department retains the right to terminate this agreement if the procedure outlined above adversely affects the efficient operation of the Department or if switching of shifts and pass days creates overtime. The Union has the right to file a grievance if the Union believes the termination is without cause.

**ARTICLE 22**  
**FUNERAL LEAVE**

22.1: Employees shall be allowed up to five (5) calendar days to attend a funeral in the event of the death of a spouse, parent, spouse's parent, child, stepchild, brother or sister with pay. Employees shall be allowed up to two (2) calendar days to attend the funeral of a grandparent or grandchild of the employee or spouse of the employee, with pay. These times shall not be deducted from sick leave or vacation leave provided that the employee furnishes the Employer with a written verification of attendance at the funeral from the funeral director.

**ARTICLE 23**  
**HOLIDAYS**

23.1: The following days shall be recognized as contractual holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day.

23.2: Employees shall receive eight (8) hours of pay at their regular straight time hourly rate for each holiday or day celebrated as such on days they are not scheduled to work. Employees who work over eight hours on New Year's Day, 4th of July, Thanksgiving Day, Christmas Eve Day, Christmas Day or New Year's Eve Day, will receive hour for hour holiday pay in addition to any overtime compensation (double time and one half).

23.3: Worked Holidays: Patrol division employees (including dispatchers) who work on any day celebrated as a holiday shall be paid one and one half (1 1/2x) times their straight hourly rates for the hours worked in addition to the holiday pay.

23.4: An employee taking a sick leave day on a holiday shall not receive the holiday pay.

23.5: If the holiday falls on a regularly scheduled workday, an employee may take the holiday off with pay. The employee taking the holiday off will not receive the holiday pay. The option to take the holiday off will be based on seniority with the most senior employee being afforded the option first.

- A: Any employee who fails to make his/her request prior to the 15th of the preceding month, shall forfeit his/her seniority rights. All requests for holiday time must be made in writing, on a form provided by the Department and turned into the employee's Shift Commander.
- B: Any employee wishing to take holiday time off must take the time off in the same pay week as the actual holiday. Employees may expect their holiday time off to be approved unless their absence adversely affects minimum staffing requirements.
- C: Employees assigned to duties other than patrol division will work those holidays that fall on their normally scheduled workday, unless permitted off by their supervisor. They will

receive the eight (8)-hour holiday pay, unless denied the day off and then they will receive the same as patrol.

ARTICLE 24  
VACATIONS

24.1: Dispatchers, Patrol Officers and Corporals shall be entitled to vacation time with pay on the following basis:

A: Completion of one (1) year of service; shall be granted ten (10) working days vacation per year.

B: Completion of two (2) years of service; shall be granted fourteen (14) working days of vacation per year.

C: Completion of five (5) years of service; shall be granted twenty (20) working days vacation per year.

D: Completion of ten (10) years of service; shall be granted one (1) day for each additional year of service completed up to a maximum of twenty-five (25) days each year.

24.2: In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die or be terminated for other than just cause, he or she or his or her estate will, at the time of termination, be paid:

A: For any unused portion of vacation time which has been granted to the employee on an annual basis as provided above, plus;

B: The prorated amount of the annual vacation time earned by the employee in the period between the last anniversary of his or her termination, based on the full calendar months worked by him or her during that period.

24.3: For the purpose of defining "for each month worked during this period", employees hired the 1st through the 15th of the month, their prorated days will be figured to the end of the preceding month, and employees hired the 16th through the last day of the month, their prorated days will be figured to the first of the next month.

24.4: An employee who returns from military leave of absence shall be credited according to federal regulations.

24.5: Vacations will not be permitted in advance of the time such vacation is earned, that is, between one anniversary date and the next anniversary date.

24.6: Officers shall request vacation of forty (40) hour blocks or more at least fifteen (15) calendar days prior to the commencement of the new monthly work schedule. If two or more employees request the same vacation period, the senior employee shall be granted their request. Any employee who fails to make their request prior to the 15th of the preceding month shall forfeit their seniority rights. All requests for vacation time must be made in writing, on a form provided by the Department and turned into the employee's shift commander.

Two (2) employees are allowed to be off on any one (1) shift at any one (1) time on any combination of personal business, vacation or holiday time.

24.7: Vacation requests of forty (40) hours or more shall take preference over vacation requests of less than forty (40) hours and holiday time off requests. If no employee has requested vacation time as provided for above, an employee may request the use of less than forty (40) hours of vacation time, provided such request is made in writing at least five (5) working days in advance of the day or days requested.

24.8: Individual employees are responsible to check the amount of time that they have available prior to submission to the shift commander. Any employee taking time in excess of their allotted vacation time shall be subject to a "pay dock" and disciplinary action.

24.9: The City shall, annually, on the employee's anniversary date, pay to the employee all excess vacation time at his or her then rate of pay. Said excess payoff of vacation time shall only apply if the employee has utilized at least eighty (80) hours of his or her credited vacation time during the preceding twelve (12) months.

#### ARTICLE 25 MILITARY LEAVES

25.1: Employees who are members of the military reserves, or the Michigan National Guard, and are required to attend military training, will be paid the difference between their regular base pay and their military pay for the length of time spent on military leave, for the period required by law.

#### ARTICLE 26 HEALTH CARE INSURANCE

26.1: Effective July 1, 2013, the Employer shall provide the following alternatives:

- A) Blue Cross PPO III
- B) Blue Care Network HMO - closest equivalent plan in cost to PPO III

The Employer may elect to provide equal or better coverage through another carrier.

Effective October 1, 2014, the Union may reopen this Section to discuss plans under the Affordable Care Act exchange or a private sector carrier such as Blue Cross, in the event the City Council elects the "hard cap" option or "80/20%" option under Public Act 152 of 2011.

These coverages will be offered to all members of the bargaining unit while employed by the Employer or on approved leave of absence, and certain retirees, as hereinafter provided. Married couples who are both employed by the City shall select either PPO III medical coverage or the Blue Care Network HMO. They shall not be entitled to have the PPO III or the Blue Care Network HMO at the same time, and one member of the couple will be covered as the dependent of the other.

An employee may elect to be covered by PPO III or the HMO plan offered by the Employer.

Effective July 1, 2013, the prescription drug coverage for PPO III shall be a five dollar (\$5.00) co-pay for generic drugs, a forty dollar (\$40.00) co-pay for brand name drugs and an eighty (\$80.00) co-pay for non-formulary drugs (drugs not in formula). Effective July 1, 2013, the prescription drug coverage for the HMO plan shall be a ten (\$10.00) co-pay for generic drugs and a forty (\$40.00) co-pay for brand name drugs.

26.2: Waiver of Health Insurance: Employees of the bargaining unit may waive coverage under either the PPO plan or the HMO plan and receive \$2,000 (two thousand dollars) as hereinafter provided:

a) If a member and the member's spouse or dependent(s) are individually eligible for City coverage, a member who waives individual coverage and joins or remains covered by another person's City-provided coverage shall not receive a waiver payment.

b) The employee and his/her spouse must execute a waiver on a form provided by the City.

c) The employee may make the election to waive coverage effective only January 1 or July 1 of each year. Employees who have waived coverage may reapply for coverage only on July 1 of each year, unless they can establish that the subsequent request for coverage is due to a loss of medical coverage and the City's insurance company will permit coverage at a time other than July 1.

d) Payment to employees who make the election as provided in this Section, shall be on or about July 1, for the previous fiscal year's election, provided the employee is still employed by the City on July 1. The waiver payment will be prorated if the election for the previous fiscal year was less than twelve (12) months. If the employee is not still employed by the City on July 1, all rights to payment under this Section are forfeited.

26.3: Employees hired prior to July 1, 2011 shall contribute two (2%) percent of the premium, pre-tax, based on the coverage they are enrolled in. Employees' contribution to health insurance shall be made twice a month. The City shall establish a Section 125 plan relating to this employee contribution.

26.4: Health care premium costs for employees hired after July 1, 2011 shall include a minimum employee share of 20%.

26.5: All members are included in the Blue Cross/Blue Shield Vision Plan for the employee, employee's spouse and dependent children.

26.6: All members are included in the Delta Dental Plan for the employee, employee's spouse and dependent children.

26.7: The City may offer additional Health Care provider options at its discretion.

26.8: In the event the City Council elects either the "hard cap" option or the "80/20%" option under Public Act 54 of 2011, wages shall revert back to the levels in effect prior to the wage reduction described in Section 42.2. The reversion to the prior wage shall occur on the first pay period the "hard cap" option or "80/20%" option takes effect.

## ARTICLE 27 WORKER'S COMPENSATION

27.1: Effective for injuries and illnesses arising after the execution of the 2006-2010 collective bargaining agreement, in the event an employee is injured in the performance of his/her duties, whether on or off duty and is covered by applicable Worker's Compensation Laws, the employee will be paid the difference between Worker's Compensation benefits and full pay and contractual

fringe benefits for a period not to exceed one (1) year. The employee will continue to receive contractual fringe benefits and be paid the difference between workers' compensation benefits and eighty-five percent (85%) of full pay for the next year. The City reserves the right to require an employee to work a light-duty assignment when medically fit.

This Section only applies to employees who are not eligible for a duty disability retirement and are expected to return to work.

27.2: An Officer seeking a Light Duty Assignment in connection with a non-duty injury must submit a Doctor's Certificate to the Human Resources Department attesting to disability. In the event the Human Resources Department is closed, the Doctor's Certificate shall be submitted to the highest Commanding Officer who is on duty. A one (1) working day Waiting Period will be required prior to a Light Duty Assignment. The Employer shall allow at least two (2) Officers on Light Duty as a result of a non-duty disability, and it shall not exceed a period of nine (9) working days.

## ARTICLE 28 PENSION BENEFITS

28.1: All full-time employees shall belong to the Michigan Municipal Employees Retirement System.

28.2: Except for employees subject to Section 28.5, all full-time employees shall receive the following level of benefits and be subject to the contribution levels as set forth below.

The MERS benefit plan shall provide normal, unreduced retirement upon 25 years of service regardless of age (25 and out) at no cost to the employee.

28.3: The pension multiplier for bargaining unit employees hired prior to July 1, 2011 shall be three percent (3.0%). The contribution for bargaining unit employees hired prior to July 1, 2011 shall be seven (7.0%) of all compensation included in the calculation of final average compensation.

28.4: The pension multiplier for bargaining unit employees hired after July 1, 2011 shall be two and half percent (2.5%). Bargaining unit employees' hired after July 1, 2011, contribution shall be the same as described in Section 28.3, except that overtime shall not be included. For these employees, overtime shall not be included in the calculation of final average compensation.

28.5: Full-time Dispatchers hired after July 1, 2013 shall be eligible to retire at age 55 with 25 years of service or age 60 with 10 years of service. The "25 and out" pension eligibility for retirement shall not be available for dispatchers hired after July 1, 2013.

### MEDICAL INSURANCE FOR RETIREES:

28.6: All employees hired prior to July 1, 2011, who retire under the MERS pension plan or leave service with a duty disability pension under the provisions of the MERS pension plan shall receive health care coverage for the retiree, his or her dependents, and spouse, provided they pay the same percentage of the premium as when there were an active employee. Subject to Section 28.8, such healthcare insurance will be the same plan, including optical and dental, as they were enrolled in on the day they apply for retirement.

28.7: Retirees hired prior to July 1, 2011 and their spouses shall be enrolled in the Blue Cross/Blue Shield Supplemental 2 + 1 Coverage when they turn age sixty-five (65).

28.8: Employees hired after July 1, 2011 shall not be eligible for retiree health insurance provided by the City. The City shall offer employees hired after July 1, 2011 an HSA (health savings program) funded by employee contributions, in accordance with applicable IRS regulations. The City shall contribute 1% of base wage and the employee shall contribute 2% of base wage to the retiree health care account.

28.9 The City or Union may reopen the contract for the purpose of negotiating a voluntary, irrevocable waiver (on an individual by individual basis) of retiree health insurance for employees hired prior to July 1, 2011. The City shall present, at a minimum, an outline of a proposed plan within ninety (90) calendar days after the execution of the 2013-2016 Collective Bargaining Agreement. An Arbitrator shall not have jurisdiction to require any bargaining unit member to take the waiver of retiree healthcare insurance.

#### ARTICLE 29 TUITION REIMBURSEMENT

29.1: The City will reimburse the employee for one hundred percent (100%) of the tuition cost for all classes required for an associate's degree and fifty percent (50%) of all tuition costs incurred by the employee in receiving a degree higher than an associate's degree, provided the employee receives prior approval from the Chief of Police. The conditions governing this program are:

- A: The courses must be job-related.
- B: The courses must be required of the college or university as a prerequisite to a degree. All classes taken to complete an associate's degree must be taken at a Community College.
- C: The employee must advise the Chief of Police, on an annual basis, what field of study and what type of degree the employee is working on.
- D: Attendance at approved courses must be during non-working hours.
- E: Reimbursement will be paid upon successful completion of the course and receiving a grade of "C" or higher.

#### ARTICLE 30 LEGAL COUNSEL AND LIABILITY INSURANCE

30.1: The City will provide legal counsel and pay any costs and judgments that arise out of civil lawsuits filed against members of the Association alleging any act committed while the member was on duty and in good faith performance of his or her duties.

30.2: The preceding language does not apply to cases arising out of actions of officers off-duty unless otherwise directed by the Chief of Police.



ARTICLE 31  
PATROL VEHICLE ASSIGNMENTS

31.1: Patrol vehicle assignments shall be one (1) man assignments on day shift and afternoon shift except as outlined below. Midnight shift shall have one (1), two (2) man patrol vehicle and the rest of the assignments will be one (1) man units.

31.2: The Department will make every effort to provide a two (2) man car after dark on the afternoon shift. However, if special circumstances are shown, the Department may waive this provision.

ARTICLE 32  
POLICE RESERVES

32.1: Police Reserves will not be assigned duties normally performed by members of the Association, be used to circumvent the holiday or overtime provisions of this agreement, will not be considered in minimum staffing requirements and will always conform to MLEOTC standards.

32.2: Police Reserves may be used to ride with Police Officers of the bargaining unit in one man units upon the consent of the Officers involved and the Department.

32.3: Police Reserves may also be assigned to assist as second man in prisoner transport or rescue run when requested by a sworn officer, neighborhood watches and community youth and education programs related to crime and/or substance abuse.

32.4: Whenever Police Reserves are used on special events they will be supervised by a Police Officer, on overtime, at a ratio not to exceed three (3) Reserves to one (1) Police Officer.

32.5: Patrol time is limited to a total of forty-eight (48) hours per week.

32.6: Police Reserves, while on duty, shall be distinctly identified as Reserves by use of different sleeve patches and hats.

32.7: Police Reserves will abide by the Department policy, rules and procedures.

ARTICLE 33  
OVERTIME ASSIGNMENTS

33.1: Overtime assignments will be filled by the on duty shift, which begins or ends in conjunction with the overtime assignment, or begins or ends in the closest proximity to the overtime assignment. If the overtime assignment is over four (4) hours, it may be offered among two (2) on-duty shifts or in an eight (8) hour block.

33.2: Except for emergencies, no member will work over twelve (12) hours per day or more than two (2) consecutive overtime days, of (12) twelve hour duration.

33.3: Shift commanders will keep records of all overtime offered to employees. Overtime will be offered to the eligible employee with the lowest total hours, and progress to the eligible employee with the highest total hours. Equalization records will be available for inspection by members each time overtime is offered. All overtime will be equalized and put on overtime cards except for court time.

33.4: If all offers are refused by on duty employees, then the employee with the lowest seniority will be ordered to work the overtime assignment. Prior to ordering the employee, the shift commander may offer the overtime to off-duty employees. Off-duty employees will not be forced to work overtime assignments except for emergencies.

33.5: There is no obligation for the Department to distribute overtime within a specific range or spread, and no grievance will exist regarding any range or spread. However, the Department will attempt to distribute overtime as fairly as possible. The last day of each contract, the overtime is set back to "0" for all employees and new accumulations begin.

#### SPECIAL EVENT OVERTIME ASSIGNMENTS

33.6: Officers who are regularly assigned to non-road patrol functions within this Department, excluding SIU, the Detective Bureau and outside agencies, shall be offered the overtime assignments scheduled for sporting events at the Romulus Community Schools, parades, festivals and other mutually agreed to events.

- A: Officers assigned to the above listed positions will have overtime cards established and kept within an overtime box. These cards will reflect ONLY those hours of overtime offered or worked that is related to sporting events, parades, festivals and other mutually agreed to events. CNS Command Officers will keep records of all overtime offered to these employees. Overtime will be offered to the eligible employee with the lowest total hours, and progress to the eligible employee with the highest total hours. Seniority will be used to start the initial offerings.
- B: If all offers are refused by eligible employees then the overtime will be offered to the patrol division officers using the current overtime procedure. If a position(s) remains unfilled, then the lowest seniority Officer assigned to non-road patrol duties will be ordered to work the overtime.

#### ARTICLE 34 JOB ASSIGNMENTS

34.1: Job descriptions and work assignments are within the purview of management, however, it is agreed that job assignments should be made in such a way as to maximize the efficiency and effectiveness of the Department and the individual development of each Officer or Dispatcher. In making job assignments the following criteria, along with other relevant criteria, shall be used.

- A: Ability and experience to do the job.
- B: Past work record and most recent evaluation.
- C: Supervisor recommendation.
- D: Cooperation with fellow Officers.
- E: Seniority of requesting Officer.
- F: The assignment of Senior Dispatcher shall be from the dispatch group.

34.2: When a job assignment is available, the Department will post a notice for not less than ten (10) calendar days, stating the assignment that is available. Those Officers or Dispatchers interested in the position will submit a letter indicating their desire for the assignment to the Chief of Police.

34.3: If a senior Officer or Dispatcher is passed over for an assignment, he may request a reason in writing from the Chief and said request will be granted.

34.4: A job assignment to a Non-Road Patrol Assignment is defined as an employee assigned to any job position outside of the normal road patrol function.

A: Non-Road Patrol Assignment positions are voluntary and an employee can resign at any time with sixty (60) days written notice to the Chief.

B: Assignment to a Non-Road Patrol assignment shall be a maximum of five (5) years resulting in a return to uniform for a minimum of one (1) year.

C: Section 34.4(B) shall not apply under the following instances:

If a non-patrol position/unit is disbanded prior to the Officer serving his/her five (5) years, and that Officer has not already served at least two (2) years in that capacity, that Officer does not have to wait the required one (1) year on the road to reapply for another position.

This only applies to a position or unit that disbands, and does not include Officers taken out for a disciplinary reason, or if the Officer decides on his/her own not to fulfill their five (5) year commitment.

This sub-section is not to be used for lateral transfers within the units or any new units that may become available.

D: Any assignment involving narcotics investigations shall have drug screening done at Department expense upon entry into the assignment, six (6) months into the assignment, and upon leaving the assignment.

E: Any compensatory time earned in the assignment shall be used prior to leaving the assignment.

F: Articles contained in this agreement pertaining to overtime, overtime assignments, court time, pass days, recall pay, shift assignments, and shift differential shall not strictly apply to these assignments.

34.5: Police Officers must have a minimum of three (3) years seniority as a sworn Police Officer in the Romulus Police Department in order to be eligible to apply for a Non-Road Patrol Assignment. All criteria in Sections 34.1 - 34.3 shall also apply to Non-Road Patrol assignments.

A: If no eligible members apply for the Non-Road Patrol assignment, the job assignment will be reposted offering the assignment to members with less than three (3) years seniority. If more than one (1) officer applies for each position, all sections of this article apply.

- B: If no members apply after this reposting, the member with lowest departmental seniority that is off probation may be forced into the Non-Road Patrol assignment for a period of one (1) year.

**ARTICLE 35**  
**PROMOTIONS**

35.1: The Employer shall determine if a vacant position is to be filled. If the Employer decides to fill the position, it shall be done in accordance with this article.

35.2: The Employer shall post a notice of the vacant position to be filled. This notice shall be posted for thirty (30) calendar days. During this posting period, a Police Officer who is interested in the posted position shall make application for testing at the Human Resources Office.

35.3: A Police Officer must have a minimum of five (5) complete years seniority as a sworn Police Officer in the Romulus Police Department in order to be eligible to take the promotional examination for Police Sergeant. Qualifications for promotional positions will be determined on the following basis:

- A: Employees must take a written test and pass the written test with a score of seventy (70%) percent or higher in order to qualify to continue on in the evaluation process.

1. Written test: sixty (60) points.
2. Oral interview: thirty (30) points.
3. Seniority and Education: ten (10) point maximum.

- B: All employees who have a seventy (70%) percent score or better on the written test will receive an oral board. After the oral board, the position will be awarded to the highest ranking candidate based upon the following maximum points.

The Chief of Police will choose from the top two (2) qualifying candidates. In the case where there is only one (1) candidate who qualifies for the position, the Chief of Police will award the promotion to that candidate.

Additional promotions shall be made from the top two (2) remaining qualifying candidates. However, the top qualifying candidate from the original list may not be passed up twice while the eligibility list is valid. In the case where there is only one (1) remaining candidate who qualifies for the position, the Chief of Police will award the position to that candidate.

- C: Seniority and education points shall be capped at ten (10) maximum points, which shall be earned in any combination of the following:

- 1: Education: Associate's degree-two (2) points; Bachelor's degree-four (4) points; Master's degree-five (5) points.
- 2: Seniority: One (1) point credited at the member's sixth (6th) year anniversary date, and an additional point each year thereafter.

35.4: Promotions within the bargaining unit and to the rank of Police Sergeant will be made from among the qualified employees within the bargaining unit. A promotional eligibility list for Police Sergeant shall be created at the completion of the evaluation process. Eligible candidates shall be ranked from highest score and descending to the lowest score. High seniority shall break all ties. The eligibility list shall be in effect for two (2) years from the day it is established. If no promotional eligibility list for Police Sergeant exists at the time a vacancy is to be filled, one will be established as soon as practicable.

35.5: Upon reaching ten (10) years as a law enforcement officer, a Patrol Officer shall be awarded the rank of Corporal. There shall be no additional pay because of this award of rank to Corporal.

#### ARTICLE 36 SHIFT DIFFERENTIAL

36.1: Shift differential shall be paid to all employees who begin work between 2:00 p.m. and 5:59 a.m. The shift differential shall be seventy five cents (0.75) per hour shall be paid for actual hours worked to all employees who work the afternoon shift and One Dollar (\$1.00) per hour for all actual hours worked to employees who work the midnight shift.

36.2: The shift differential will be added to the base rate of pay prior to figuring the overtime rate of pay for qualified hours.

#### ARTICLE 37 UNIFORM CLOTHING AND CLEANING

37.1: Employees will receive a uniform allowance once per year, during the month of October, for the purchase, cleaning and maintenance of uniforms and equipment. The annual uniform allowance, subject to all applicable taxes, shall be eight hundred (\$800.00) dollars for patrol officers and corporals and four hundred (\$400.00) dollars for dispatchers.

Employees shall not be required to submit receipts for uniforms and equipment.

37.2: New hires will qualify for a pro-rated uniform allowance during their second year of employment.

37.3: The Department will be responsible for the initial purchase of uniforms for new hires or when the uniform is changed.

#### ARTICLE 38 LUNCH PERIOD

38.1: Employees shall be entitled to a lunch break during their normal workday. The determination of the lunch period shall be with the permission of the employee's supervisor with consideration for the needs of the employee.

A: Lunch breaks shall be one half (1/2) hour during each eight (8) hours worked.

B: When an overtime assignment involves continuous work for more than four (4) hours, the employee shall be granted consideration for a lunch break at the discretion of the supervisor.

- C: Under no conditions shall an employee use the lunch period in conjunction with authorized time off, or to complete their scheduled work period.
- D: Employees will take their lunch periods within the City limits unless otherwise authorized by their supervisor.

ARTICLE 39  
DEPARTMENT FILES

39.1: All members of the Romulus Police Department shall have a personnel file containing such records as may be necessary to manage the Police Department in its daily personnel requirements.

39.2: All personnel records which include home addresses, phone numbers and pictures of employees shall be kept confidential and never released to any person other than officials of the Police Department, Mayor, Human Resources Director, City Attorney or Mayor's designee, or upon the written authorization of the employee involved subject to requirements of law.

39.3: An employee shall have the right to inspect his official personnel record wherever kept, twice per year or more often if good cause is shown.

39.4: Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. Said employee shall have the right to have copies made at his or her own expense. No records, reports, investigations, evaluations or similar data belonging in the personnel file or medical file will be hidden from an employee's inspection.

39.5: An employee may request to include in his or her personnel record and in any other file kept by the Department, a written refutation of any material he or she considers to be detrimental and to request its removal.

39.6: The Department need not comply with the above provisions for inspection in those areas where there is a current or on-going investigation of the Officer.

39.7: Citizen complaints and internal investigation files are not to be kept in or be a part of an employee's personnel file. Only orders of discipline that may result from substantiated citizen complaints or internal investigations are to be placed in the employee's personnel file.

ARTICLE 40  
HEALTH AND SAFETY

40.1: Employees shall not be required to fire at a range unless safety glasses and ear protectors are provided.

40.2: The City will provide and maintain clean, sanitary buildings and will repair unsafe work facilities in an expeditious manner.

40.3: This section shall not be construed to impair or limit the applicability of any State or Federal law or regulation affecting health and safety in Departmental buildings and facilities.

**ARTICLE 41**  
**MISCELLANEOUS ITEMS**

41.1: Employees who received their police academy training at the expense of the City, who are discharged, or resign from employment of the City within twenty-four (24) months of graduation from the Police Academy shall forfeit all sick time and vacation time. In addition, the employee must turn in all issued equipment and uniforms.

41.2: The Department has the right to assign equipment and vehicles as needed. However, in the event there is duplicate equipment or vehicles available for the same job function, whenever possible based on departmental needs, this will be assigned to the officer by seniority.

41.3: The Department will furnish for the use of the Association space for a bulletin board at the Police Station.

41.4: If lockers and desks are provided, they shall not be opened for inspection except in the presence of the employee, union representative, or a bargaining unit member (if the employee or union representative is not available), unless such presence is waived by the employee. In the event the employee or union representative refuses to be present, the Department shall then have the right to inspect the locker or desk after notification to the Chief of Police of the refusal.

41.5: Nothing in this agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by federal, state and local laws, rules, and regulations.

41.6: An employee shall not be required to use his or her privately owned vehicle for any police purpose.

**ARTICLE 42**  
**WAGES**

Police Officers hired before February 1, 2007 shall receive the following wages:

	Start	1 Year	2 Years	3 Years	4 Years
6/30/2013*	45,377.607	49,323.484	53,269.361	57,215.240	61,161.116
7/1/2014	43,297.607	47,243.484	51,189.361	55,135.240	59,081.116
7/1/2015	43,297.607	47,243.484	51,189.361	55,135.240	59,081.116

Police Officers hired after February 1, 2007 shall receive the following wages:

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
6/30/2013*	43,191.059	46,785.070	50,379.081	53,973.092	57,567.103	61,161.116
7/1/2014	41,111.059	44,705.070	48,299.081	51,893.092	55,487.103	59,081.116
7/1/2015	41,111.059	44,705.070	48,299.081	51,893.092	55,487.103	59,081.116

Full-time Dispatchers shall receive the following wages:

	Start	1 Year	2 Years	3 Years	4 Years	5 Years
6/30/2013*	41,092.426	42,211.888	43,331.394	44,450.899	45,570.405	46,689.911
7/1/2014	39,428.426	40,547.888	41,667.394	42,786.899	43,906.405	45,025.911

7/1/2015	39,428.426	40,547.888	41,667.394	42,786.899	43,906.405	45,025.911
	6 Years	7 Years				
6/30/2013*	47,809.417	48,928.922				
7/1/2014	46,145.417	47,264.922				
7/1/2015	46,145.417	47,264.922				

\*See Section 42.2.

The employee assigned to Senior Dispatcher shall receive 5% above the base pay for the applicable step in the wage scale.

42.2: Zero (0%) percent wage increase for the life of the July 1, 2013-June 30, 2016 contract. Effective July 1, 2013, \$1.00 an hour reduction for Patrol Officers; \$0.80 an hour reduction for Dispatchers unless Section 26.8 (City Council electing the 80%/20% or hard cap option) goes into effect. Effective July 1, 2016, the wages for Police Officers and Dispatchers shall return to what they were on June 30, 2010, unless negotiated otherwise through the collective bargaining process or an Act 312 award.

42.3: Part-Time Dispatchers shall receive a starting rate of \$16.00 per hour, with no benefits except those required by law. If a part-time dispatcher is eligible for health insurance under the Affordable Care Act, the City will provide single coverage under the least expensive plan in effect. Part-time dispatchers shall move to the next wage step after actually working 2080 hours. Steps will be pro-rated equally up to the current maximum rate (less the \$.80/hour reduction stated in Section 42.2). The starting rate shall not be adjusted, but the maximum rate and interim steps shall be adjusted if wages revert back under the “hard cap” option or the “80/20%” option process described in Article 26.8. Part-time Dispatchers shall be member of the Bargaining Unit. Overtime shall be offered to full-time Dispatchers and shall only be offered to part-timers (at straight time unless overtime is required under the Fair Labor Standards Act) after all full-timers refuse the overtime. Part-time Dispatchers shall be laid off prior to any full-time Dispatchers being laid off.

#### ARTICLE 43 SPECIAL SKILLS PROFICIENCY

43.1: SPECIAL SKILLS PROFICIENCY: All employees that receive or have received special training such as accident investigation, evidence technician training, DARE or crime prevention training, firearm instructor training, etc. shall attend all classes that the Department deems necessary to maintain their proficiency. The employee will also be responsible for self-instruction and practice of those skills to maintain a level of proficiency so when called upon to complete task needing those skills they may do so in a proficient manner.

#### ARTICLE 44 LIFE INSURANCE

44.1: The City will provide forty thousand dollars (\$40,000) basic life policy and an additional accidental death benefit of twenty thousand dollars (\$20,000) for a total of sixty thousand dollars (\$60,000). The dismemberment benefit shall be as provided in the current insurance policy of the City.



ARTICLE 45  
DRUG TESTING

45.1: The City may require an employee to submit to a drug test at Concentra if it has reasonable suspicion the employee has used illegal drugs. An Employee Assistance Program shall be offered to an employee who tests positive for marijuana, prescription pain killers or requests a leave of absence prior to testing. A Last Chance Agreement shall be offered to an employee who tests positive for marijuana or prescription pain killers; if the employee rejects the Last Chance Agreement he/she shall be considered to have been terminated for "just cause". An employee who tests positive for all other drugs besides marijuana or prescription pain killers shall be considered to have been terminated for "just cause".

ARTICLE 46  
SAVINGS CLAUSE

46.1: Should any court, board, or agency of competent and proper jurisdiction, rule that any part or parts of this contract are void or of no effect, the remaining parts of the contract shall continue to be binding on the parties.

ARTICLE 47  
K-9 PROGRAM

47.1: Patrol Officers interested in becoming K-9 handlers must meet all standards contained in the job assignments article.

47.2: Patrol Officers selected to be trained, as K-9 handlers must agree to a five (5) year commitment to the K-9 program and to work the road patrol. This includes not accepting promotions, alternative job assignments or resigning from the K-9 program.

47.3: Officers assigned, as K-9 handlers will work the afternoon and midnight shifts. If there is more than one K-9 unit, they will select their shifts between them by mutual agreement. If they cannot agree, they will alternate.

A: K-9 handlers are required to be flexible with their shifts and pass day assignments for training and public appearance scheduling.

B: K-9 handlers will count in the minimum shift manpower unless they are on a training assignment or dispatched to work for a Police Department other than Romulus for an extended length of time.

47.4: K-9 handlers must be reasonably available for call outs and will wear a Department-furnished pager.

Overtime related to K-9 activity will be equally distributed between the handlers as closely as possible.

47.5: K-9 handlers are responsible for the feeding, grooming, vet visits and responsible care of their assigned dog. K-9 handlers will receive four (4) hours additional straight time pay per week in payment for this maintenance.

47.6: The dog remains the property of the Romulus Police Department.

ARTICLE 48  
TERMINATION OF AGREEMENT

48.1: This Agreement shall be in full force and effect from July 1, 2013 to and including June 30, 2016 and shall continue in full force and effect until a new contract is awarded or signed, except for Article 14, Grievance Procedure and Article 5, Dues deduction, both of which will remain in full force and effect until June 30, 2017.

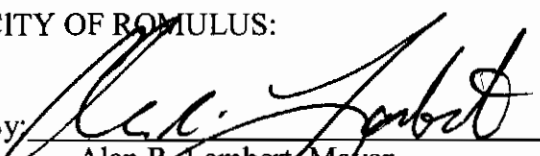
48.2: This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately sunset if that Act is ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court or the Michigan Court of Appeals or a federal court.

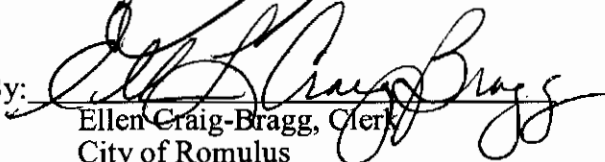
48.3: This Agreement is prepared in compliance with the Act 312 Decision of June 9, 2011.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF ROMULUS:

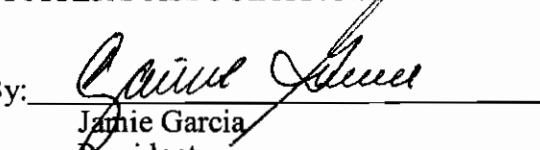
By:   
Alan R. Lambert, Mayor  
City of Romulus

Date: 10/14/13

By:   
Ellen Craig-Bragg, Clerk  
City of Romulus

Date: 10/16/13

ROMULUS POLICE  
OFFICER'S ASSOCIATION:

By:   
Jennie Garcia  
President

Date: 10/14/13

By: CSH  
Christopher Hines  
Bargaining Committee - SECRETARY

Date: 10/16/13

By: [Signature]  
LaBrit Jackson  
Bargaining Committee

Date: 10/16/13

By: [Signature] 10-21-13  
Kenneth Grabowski  
Police Officers Association of Michigan  
Business Agent

Date: \_\_\_\_\_

As of November 16, 2009

LETTER OF UNDERSTANDING

The City of Romulus and the Romulus Police Officers Association of Michigan have an agreement that all detective positions assigned to the SIB shall receive two (2) hours overtime pay per week for case preparation.

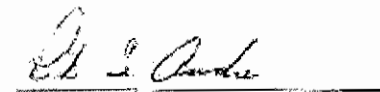
All DB positions are permanent or at the discretion of the Deputy Chief.

For any reason the man power is reduced, it shall begin with the detective (permanent position).

City of Romulus

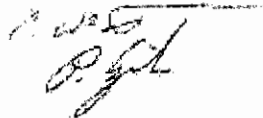
P.O.A.M.

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Rick St. Andre

  
\_\_\_\_\_  
Deputy Chief

Received  
6/10/10

  
\_\_\_\_\_  
P. J. J.