

**AGREEMENT BETWEEN
THE POLICE OFFICERS LABOR COUNCIL OF MICHIGAN,
THE ROMULUS COMMAND OFFICERS ASSOCIATION AND
THE CITY OF ROMULUS**

JULY 1, 2013 THROUGH JUNE 30, 2016

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ARTICLE 1
PURPOSE

It is the intent and purpose of this contract between the City and the Police Officers Labor Council of Michigan and the Romulus Command Officers Association 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

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 all Sergeants and Lieutenants employed by the City of Romulus Police Department.

Any word in the masculine shall also include the feminine.

ARTICLE 3
RECOGNITION

Section 1. The City recognizes the Romulus Command Officers Association, affiliated with the Police Officers Labor Council 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 R.C.O.A., 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.

Section 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 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.

ARTICLE 4
STRIKES

Section 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.

Section 2. Accordingly, it is agreed that neither the Union nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers

of the Union will take affirmative action to preclude or terminate any slowdown or strikes against the City of Romulus including but not limited to any concerted refusal to work, or any concerted absenteeism from work.

Section 3. The Employer shall have the right to discipline or discharge any employee for violation of the provisions of this article (with recourse to 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

Section 1. The City agrees to deduct the dues and/or service fee as certified by the Union and send the dues collected to the Police Officers Labor Council with a list of employees, upon receipt by the City from the Union of written authorization allowing the deduction from each employee from whom the deductions are to be made.

Section 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 Police Officers Labor Council a service fee, equivalent to regular membership dues of the Association or an amount in accordance with law, whichever is less, as a contribution towards the administration of this agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association in writing within said thirty (30) days, and provided that the Association shall release the City from fulfilling the obligation to discharge if during such thirty (30) day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the membership dues or service fee in accordance with this agreement.

Section 3. The Union 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 REDUCTION IN WORK FORCE (LAYOFFS)

Section 1. When there is an impending reduction in the work force 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 work force, and will give at least two (2) weeks notice before actual reduction in work force to the affected employees.

Section 2. In the event of a reduction in work force in the Police Department, it shall be made among all employees in the same classification, according to length of service.

Section 3. A demotion to the next lower rank shall be required before a layoff, provided the employee had prior time in the classification to which he will be demoted.

Section 4. The employees with the least amount of service shall be the first demoted and the last to be returned to former rank.

Section 5. Seniority in rank shall be the determining factor in demotions for reduction in the work force within the bargaining unit.

ARTICLE 7 **SPECIAL CONFERENCE**

Section 1. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

Section 2. A special conference on important matters shall be arranged between the Association President and the Director and/or Chief of Police or his/her designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing fifteen (15) calendar days 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 8 **SENIORITY**

Section 1. Seniority shall be determined first by the employee's rank, date of rank, and finally by the employee's length of service in the Department. If employees have the same date of hire, then by the date of employee's application, if they are the same, then the employee with the lowest number in the last four digits of his/her social security number will be considered to have the greater seniority. Time spent in the armed forces on military leave of absence and other authorized leaves, such as time lost because of duty-connected disabilities, after commencement of employment shall be included.

Section 2. An up-to-date seniority list of names and length of service dates, shall be furnished to the Association.

Section 3. 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.

ARTICLE 9
MANAGEMENT RIGHTS

The Employer shall have and possess the exclusive right to manage all functions of all its agencies, departments, bureaus 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 just cause; to promulgate rules and regulations governing the conduct of the employees and to require their observance; to make temporary job assignments necessary to insure 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 location and methods of work, job assignments, work schedules and job descriptions; to maintain order and efficiency, and to determine the length of work week; to direct the reduction of work force for efficiency purposes; to control, direct and supervise all equipment subject to the terms of this agreement.

ARTICLE 10
SUBCONTRACTING

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 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

The rules and regulations governing outside employment are incorporated in the department manual.

ARTICLE 12
DISCIPLINARY PROCEDURE AND MEMBER'S RIGHTS

Section 1. General Policy

Members of the Department must always bear in mind that rules and procedures established within the Department must be adhered to. It is recognized that at times, these rules and regulations will be violated and disciplinary action of some nature shall be in order.

Section 2. Procedure.

- A. The degree of disciplinary action will depend on the offense and on the mitigating circumstances surrounding the offense, and final disposition will result in one of the following:
- 1) Oral reprimand (counseling).
 - 2) Written Reprimand.

3) Director and/or Chief's hearing.

- a. Suspension
- b. Demotion
- c. Removal from service
- d. Discharge

B. Oral Reprimand.

- 1) An immediate supervisor may reprimand a subordinate without reference to higher authority with an oral reprimand if:
 - a. The infraction was of a minor nature.
 - b. The officer has not received an oral reprimand for the same infraction within the last three (3) months.
 - c. The officer's past record indicates this action would be effective.
 - d. The immediate supervisor will note for his own record the date and type of infraction committed.

C. Written Reprimand.

- 1) An immediate supervisor may discipline with a written reprimand upon approval of his supervisor.
 - a. The immediate supervisor shall advise the officer of the violation and seek an explanation for his actions.
- 2) The immediate supervisor shall submit in writing a complete report containing all the information pertaining to the infraction with the officer's explanation to his supervisor.
- 3) Upon concurrence of his supervisor, the immediate supervisor shall advise the officer that a written reprimand is in order and it will be placed in his personnel file.
 - a. Officer shall be given a complete copy of the written reprimand.
 - b. Copy submitted to the Union President.
- 4) A copy of the reprimand shall be submitted to the Director and/or Chief of Police, through channels, for his endorsement and signature.
- 5) The first written reprimand shall be expunged from the officer's file if all of the following conditions exist:
 - a. The officer submits a written request that has been approved by the supervisor who initiated the written reprimand.
 - b. A period of two (2) years have elapsed since the written reprimand was placed in the officer's file.
 - c. The officer has not been reprimanded for the same offense since.

D. Director and/or Chief's Hearing

- 1) Upon a full investigation of allegations against an employee, the Director and/or Chief shall conduct a hearing unless waived by the employee, in writing, and render any disciplinary penalty including a suspension or discharge. The Director and/or Chief's decision will be transmitted in writing to the member and the Association President within ten (10) working days of the completion of the hearing.
 - a. Appeals Process: All cases of discipline may be processed as a grievance, beginning with Step 4 of the grievance procedure.

- b. The Employer agrees that upon imposing discipline, the Union representative shall be notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file.
- c. When twenty four (24) months of satisfactory service have been completed from the last disciplinary action taken by the Employer, all disciplinary matters appearing in the record may not be used against the employee for future disciplinary action, and written reprimands shall be removed by the Director and/or Chief upon written request.
- d. The Department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matter scheduled to be heard at the Director and/or Chief's hearing.
- e. An Association officer, legal counsel, or both shall have the right to be present at all disciplinary hearings at the request of the member. If a Director and/or Chief's hearing decision is appealed to arbitration, it shall be considered a De Novo Hearing and the Association legal counsel shall be permitted to cross-examine all witnesses against the member.
- f. Throughout all disciplinary hearings, each member shall be presumed innocent and that presumption remains unless the Department overcomes it by a preponderance of the evidence.
- g. Whenever a member is under investigation or subjected to interview by his/her supervisor and/or the Director and/or Chief of Police for any reason that could lead to disciplinary action, dismissal, such investigation or interview shall be conducted under the following conditions:
 - 1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required.
 - 2. An interview shall not begin until the member has been notified that he/she has a right to have an officer of the Association present.
- h. If any member is ordered to make a written statement in response to any alleged misconduct on his/her part, he/she shall have at least thirty-six (36) hours from the time of the order to comply.
- i. Any member who is charged with a felony or misdemeanor may be suspended by the Director and/or Chief of Police, without pay, until such time that the case is completed and a decision on discipline is rendered at a Director and/or Chief's hearing. The merits of the case may be reviewed at the Director and/or Chief's hearing after a decision is rendered in a criminal case regardless of the outcome of the criminal case.
- j. Any member 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 review by the Director and/or Chief of Police. Such suspension without pay will be effective the date of the Director's and/or Chief's review.
- k. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as a

police officer until such time that the suspension is rescinded by the Director and/or Chief of Police.

- l. 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 he may have received from any source during the period in question.
- m. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.
- n. When any member is accused of violating any criminal law, city, state or federal, the Director and/or Chief shall request that the investigation shall be conducted by the appropriate state or federal law enforcement agency, and that agency shall be responsible for the manner in which the investigation is conducted. No department member will order or advise a member to comply in any way, with an investigation conducted by an outside agency.
- o. This Article does not apply to officers who are on probationary status except that any probationary employee shall be granted an informal hearing before the Director and/or Chief before he/she is demoted. There will be no appeal to arbitration from this Chief's informal hearing.

E. Suspension

- 1) Violations of rules and procedures that cannot be corrected by an oral or written reprimand shall be submitted to the Director and/or Chief of Police through the appropriate Command Officer.
 - a. The report shall contain all information pertaining to the violation:
 1. Dates, times, witness statements and interviews etc.
 2. The officer's explanation of the incident.
 3. The appropriate Command Officer's evaluation of the officer, the pending charges and the results of his/her interview with the accused.
 4. It is the appropriate Command Officer's responsibility to forward this information without unnecessary delay to the Director and/or Chief of Police.
- 2) The appropriate Command Officer shall review the charges and reports and shall:
 - a. Conduct interviews with the Command Officers and the officer involved.
 - b. Interview witnesses if necessary.
 - c. Report his findings with recommendations to the Director and/or Chief of Police without unnecessary delay.
- 3) The Director and/or Chief of Police shall review all the information pertaining to the charges with the appropriate Command Officer and shall:
 - a. Conduct an interview with the officer involved and others as the Director and/or Chief may request.
 - b. Request additional information if necessary.
 - c. The Director and/or Chief of Police shall recommend the disciplinary action in writing.

F. Removal from Service

- 1) Commanding Officers or supervisors have the authority to relieve officers under their command for the following reasons:
 - a. Drinking intoxicating beverages, except in performance of a police duty, while on duty.
 - b. Using narcotics, unless properly prescribed by a physician or dentist.
 - c. Reporting for scheduled duty with the odor of intoxicating beverages on his/her breath.
 - d. Sleeping on duty.
 - e. Insubordination.
 - f. Any act of a serious nature that could result or has resulted in the filing of criminal charges against an officer.
- 2) The commanding officer or supervisor may relieve the officer of his badge and gun in the case of drinking intoxicants, use of narcotics, or criminal acts.
- 3) It shall be the responsibility of the supervisor to notify the Director and/or Chief of Police as soon as possible of his/her action and no later than the next tour of duty.
- 4) The officer so relieved of duty shall report to the Director and/or Chief of Police prior to the officer's next tour of duty or as otherwise directed.

ARTICLE 13
PRIVILEGES OF OFFICERS

Section 1. The Department will grant a necessary and reasonable 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 Director and/or Chief or next in command to leave their work stations and must report back promptly when their part in the grievance adjustment or conference has been completed. This privilege shall not interfere with vital police services.

Section 2. If an employee attends any meeting involving any step of the grievance procedure or special conference during a time period when he is not scheduled for 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

Section 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.

Section 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/her immediate supervisor, with or without the presence of his/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/her representative shall reduce the matter to written form stating all facts in detail and submit the same to the Director and/or Chief or his designee. The Director and/or Chief or his 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/her representative.

Step 3. Failing to resolve the grievance in the second step, the R.C.O.A. representative shall within fifteen (15) calendar days of receipt of the supervisor's disposition, take up the matter with the Director and/or Chief. The Director and/or Chief 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 (2) copies to the R.C.O.A. 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 Director and/or Chief's disposition contact the Human Resource Director to arrange a meeting between the Union and the Mayor or his/her designee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which 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 (F.M.C.S.). 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 arbitration shall promptly thereafter file a demand for arbitration with the F.M.C.S. 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/her 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 limit shall be considered settled at that step in favor of the aggrieved party or parties and any request contained within said grievance shall be granted by the management.
- c) When more than one (1) 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 R.C.O.A.
- d) Any steps of the grievance procedure may be waived by the agreement of the Director and/or Chief and the President of the Union or employee.

Any and all grievances resolved at any step of the grievance procedure as contained in the 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

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and shall be without power or authority to make any decisions:

Section 1. 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.

Section 2. Limiting or interfering in any way with the power, duties or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.

Section 3. Changing, altering, or modifying any practices, 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.

Section 4. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

Section 5. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.

Section 6. 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.

Section 7. No award involving wages due any grievant shall be made retroactive prior to the date the grievance was submitted in writing, unless the grievance is filed within fifteen (15) calendar days of the grievant having knowledge of the situation.

All claims for back wages shall be limited to the amount of base wages the employee would have otherwise have earned, less any unemployment compensation or compensation received from a different job during the period in question. Except for an increase in hours, no reduction shall be made for income earned in a moonlighting job the employee held prior to termination. However, if the employee increases the hours that he/she works in the moonlighting job after termination and prior to reinstatement, the income from that increase in hours shall be considered a "different job".

ARTICLE 16

SERVICE RATINGS/PERFORMANCE EVALUATIONS

The performance standard system will be used to evaluate bargaining unit members, on a semi-annual basis. Any member who wishes to file a response may do so and it will be reviewed by the Director and/or Chief of Police. The response will be placed in the personnel file, along with the evaluation.

ARTICLE 17

OVERTIME

Section 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, provided such employee is on a forty (40) hour work week schedule, shall be recorded as overtime and paid at time and one-half of his or her normal rate. Sergeants who work a scheduled shift, and work beyond their normal work schedule, shall receive overtime only for those hours worked in excess of their scheduled hours. This shall not affect shift differentials and/or holiday pay provisions. All overtime shall be approved in advance by the immediate supervisor.

Section 2. Any member of the Department who is required to work overtime, either on a call in basis, or a continuation of their work duties, shall be required to check in with the Shift Commander on duty during the hours the overtime is performed.

- A. It shall be the responsibility of an officer working on an overtime detail to check in and out with the Shift Commander on duty to receive credit for the hours worked.
- B. Any officer working overtime due to a continuation of their duty assignment, shall have the overtime hours documented by the Shift Commander so that proper credit can be given.
- C. Those individuals who fail to follow the above procedure are subjecting themselves to the possibility of not receiving proper credit for overtime hours worked.

- D. No overtime hours shall be entered on the daily attendance record without permission of the Shift Commander.

Section 3. Overtime shall be equally distributed within a reasonable hour range between members within their respective work assignments or classifications.

- A. All overtime to be computed on an annual basis beginning January 1 of each year.
- B. All overtime hours shall be recorded on the overtime cards.
- C. Officers entering the overtime system, or changing classifications, shall have the average number of hours offered entered on their overtime card as the beginning total.
- D. Members who refuse overtime assignments shall be charged, and the entry made on their overtime card, the same as if worked.

Section 4. Whenever overtime is available the overtime call shall go as follows:

- A. The officer with the lowest total hours on the overtime cards shall be offered the overtime first.
- B. If the officer refuses the overtime, the refusal shall be recorded on the overtime card.
- C. If the caller is unable to make contact with the officer who is to be offered the overtime next, the attempt shall be entered on the officer's overtime card along with one half (1/2) of the hours to be offered.
 - 1. This excludes vacations, personal business time, funeral leave, and extended sick time.
 - 2. If an officer will be unavailable at his/her residence for an overtime offering, he/she may inform the on-duty Shift Commander of an alternate telephone number he/she may be contacted at.
- D. The remaining officers eligible for the overtime shall be offered the overtime based upon the number of hours listed on the overtime cards, with the lowest officer first called.
- E. In the event an officer cannot be found to work the overtime, the first person offered the overtime shall be ordered to work the overtime hours, with the appropriate number of hours recorded on the overtime card.
- F. No officer shall work more than twelve (12) continuous hours as a result of an overtime assignment.

Section 5. Shift Commanders are responsible for a continuing audit of the system.

- A. If a disparity is found in the number of hours offered, the Shift Commander will take immediate action to remedy the disparity, including, but not limited to, freezing the employee with the highest number of hours until the disparity has been eliminated.

ARTICLE 18
COURT TIME

Section 1. Any employee appearing for court with a valid subpoena during non-working hours shall be guaranteed a minimum of four (4) hours court time at a rate of one and one half (1½) times the employee's normal rate of pay. Subpoena pay shall be turned over to the City.

Section 2. If the court appearance is scheduled prior to and is contiguous with the start of an employee's shift, the employee will be paid overtime for the actual time prior to the shift. If the court appearance is scheduled, and is not contiguous to the start of an employee's shift, then the employee will receive the full four (4) hours of court time. If the court appearance is scheduled at the end of, and is contiguous with the employee's shift, the employee will receive court time only for those actual hours spent for court duties.

Section 3. Pass days or shifts will not be changed to avoid paying court time. Days off may be changed by mutual agreement between the Department and the employee.

ARTICLE 19
RECALL PAY

Section 1. Employees are entitled to recall pay at a rate of one and one half (1 ½) their normal rate of pay 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.

Section 2. A minimum of two (2) hours shall be paid for any recall to duty to attend previously scheduled meetings and/or training at the pay rate of one and one-half times the normal rate of pay.

ARTICLE 20
PERSONAL BUSINESS LEAVE DAYS

Section 1. Each employee shall be granted three (3) personal business leave days on their anniversary date which shall not be chargeable to the member's sick leave bank. Personal business leave days must be approved by the member's immediate supervisor and shall be non-cumulative.

Section 2. Advance notice of seventy-two (72) hours shall be given to the immediate supervisor, before use of any personal business leave days unless an emergency dictates otherwise.

ARTICLE 21
SICK LEAVE

Section 1. All employees covered by this agreement who have been in the employment of the City for six (6) months or more, shall accrue one (1) sick leave day for each full month of

service. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of an employee, or because of illness in his/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 advance approval from his/her immediate supervisor.

Section 2. Sick leave shall be charged against the employee's sick leave bank of amounts not less than two (2) hours for any absence as set forth in Section 1.

Section 3. Employees may accumulate up to twenty (20) sick leave days, which would be paid in cash at the current rate of pay of the employee due to death, retirement, resignation or discharge for other than just cause. Sick leave days accumulated in excess of twenty (20) days shall be treated as follows at the employee's election:

- a) Paid to the employee in cash at his/her then current rate of pay on the first pay period in December of each year, or
- b) Rolled into the reserve sick leave bank which will be unlimited in days, which may be accumulated, but these days can only be used for actual sick leave as defined in Section d. Accumulated reserve sick leave days will be paid, at the rate earned, to the employee upon separation from the Department. It is further agreed that, for purposes of this Section, the earliest days used are the oldest days accumulated.
- c) The employee may exercise any combination of (a) and (b).
- d) Reserve sick leave bank – This sick leave shall be available for use by employees in the bargaining unit for acute personal illness or injury. Absence from work because of exposure to contagious disease, which according to public health standards would constitute a danger to the health of others by the employee's attendance at work, may also be taken under this sick leave. This sick leave bank may be used only if the normal sick leave of the employee has been exhausted (except as provided for in Article 28, Section 1).

Section 4. Whenever possible, employees shall give two (2) hours notice to the Employer before the use of any sick leave.

Section 5. Use of sick leave shall be subject to the rules and regulations of the Police Department to the extent not in conflict with this article.

ARTICLE 22 **PASS DAYS**

Section 1. A pre-scheduled temporary absence from duty for a twenty-four (24) hour duration shall be defined as a pass day.

Section 2. Pass days will be posted at least seven (7) days before the next one (1) month period.

Section 3. After having been posted, pass days may be traded by mutual consent of the affected employees and the Department.

Section 4. Pass days may not be changed once posted except by mutual consent, unless the employee is paid at one and one-half (1½) times normal rate, or the employee is allowed another day off as the employee so elects.

ARTICLE 23 **FUNERAL LEAVE**

Employees shall be allowed up to five (5) days to attend a funeral in the event of the death of a spouse, parent, spouse's parent, child, step child, brother, sister, brother-in-law, or sister-in-law with pay. Employees shall be allowed up to two (2) 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 accumulated sick time or vacation time, provided an employee furnishes the Employer with a written verification of attendance at the funeral by the funeral director.

ARTICLE 24 **HOLIDAYS**

Section 1. The following fourteen (14) days shall be recognized as holidays: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, President's Day, Veterans' Day, Good Friday and the Day after Thanksgiving.

Section 2. Holiday Pay: 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 for work. Single holidays may not be used on weekly pass days of the other command officer assigned to that shift.

Section 3. Worked Holidays: Patrol division who work on any day celebrated as a holiday shall be paid one and one half (1 ½) times their straight hourly rate for the hours worked in addition to the holiday pay. Employees who work over eight hours on New Year's Day, 4th of July, Thanksgiving Day, Christmas Eve Day, Christmas Day or New Years' Eve Day, will receive hour for hour holiday pay in addition to any overtime compensation (double time and one half).

Section 4. Employees assigned to duties other than patrol division will work those holidays that fall on their normally scheduled work day, 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 in Section 3.

ARTICLE 25 **VACATIONS**

Section 1. All regular full-time employees shall be entitled to vacation time with pay on the following basis:

- a) Such employee who completes five (5) years of service shall be granted twenty (20) working days vacation each year.
- b) Such employee who completes ten (10) years of service shall be granted one (1) day for each additional year completed service up to a maximum of twenty-five (25) days each year.
- c) In the event an employee who is eligible for vacation with pay under one of the preceding subsections shall retire, resign, die or be discharged for other than just cause, he/she or his/her estate will at the time of termination, be paid:
 1. For any unused portion of vacation time which has been granted to the employee on an annual basis as provided above, plus
 2. The pro-rata amount of the annual vacation earned by the employee in the period between the last anniversary and his or her termination, based on full calendar months worked by him/her during that period.

Section 2. For the purpose of defining "for each month worked during this period", employees hired the first (1st) through the fifteenth (15th) of the month, their pro-rata days will be figured to the end of the preceding month and employees hired the sixteenth (16th) through the last day of the month, their pro-rata days will be figured to the first of the next month.

Section 3. An employee who returns from military leave of absence shall be credited according to federal regulations.

Section 4. 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.

Section 5. No officer shall go on vacation unless his vacation has been approved by his commanding officer. Any officer taking his vacation without approval shall be considered AWOL and subject to discharge after five (5) days of unauthorized leave.

Section 6. Except as defined in Section 9, below, there shall be no more than one (1) employee of the same rank assigned to the same shift on vacation at the same time.

1. Seniority shall prevail when a conflict arises between employees.
2. Any employee who fails to make their vacation selection prior to the 15th of the preceding month shall forfeit their seniority rights.

Section 7. Each monthly work schedule shall provide for one (1) officer to be on vacation during the monthly day schedule. Officers shall request a forty (40) hour or eighty (80) hour block of vacation time at least fifteen (15) days prior to the commencement of the new monthly day shift schedule. If two or more officers request the same forty (40) hour block of time, then the senior officer will be granted his/her request. All requests for vacation time must be made in

writing, on a form provided by the Department and turned into the officer's own appropriate supervisor.

Section 8. If no employee has requested vacation time as provided for above, an employee may request the use of less than forty (40) hours of annual leave, provided said request is made in writing at least five (5) working days in advance of the day or days requested. The Director and/or Chief shall approve single vacation days, unless the request leaves the shift without an on-duty command officer or impairs a specific work function or an emergency. However, a Command Officer may take up to four (4) single vacation days per year, even if the other Command Officer assigned to the same shift has selected that day(s) as a weekly pass day(s).

Shift Lieutenants will be offered first choice of pass days and vacation selections on the shifts they are working. Lieutenants are encouraged to work with Sergeants when picking pass days or vacations. Both parties will monitor these selections to insure all employees are treated fairly.

Section 9. It is expressly understood that the Director and/or Chief has no contractual obligation to grant vacation leave to a second police officer on the same shift. However, if the schedule permits, the Director and/or Chief in his sole discretion may honor a request by a police officer for the utilization of annual leave of less than a forty (40) hour block of time.

Section 10. Vacation slips are provided and officers applying for vacation time must have a copy of the vacation slip signed by their appropriate supervisor.

Section 11. Individual employees are responsible to check the amount of time that they have available prior to submission to the appropriate supervisor.

1. Any employee taking time in excess of their allotted vacation time shall be subject to a "pay dock" and disciplinary action.

Section 12. The City shall annually, on the employee's anniversary date, pay to the employee all excess vacation time at his/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/her credited vacation time during the preceding twelve (12) months.

ARTICLE 26 **MILITARY LEAVES**

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 27 **HEALTH INSURANCE**

Section 1. The Employer agrees to provide the following alternatives for employees:

- (A) Blue Cross PPO III (“basic medical insurance”)
- (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 command officers’ 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 the PPO III medical insurance or the HMO to cover both of them. They shall not be entitled to have the PPO III, and the HMO plan at the same time, and one member of the couple will be covered as the dependent of the other.

Section 2. Employees who take a Deferred Retirement are not eligible for City paid retiree health insurance.

When retirees and/or their spouse become eligible for Medicare, the City will provide Medicare Supplemental 2 + 1 insurance.

Section 3. Employees shall make an initial selection of one of the alternative insurance options described in Section 1 above. Employees who do not make such a selection during the initial open enrollment period shall be enrolled in Blue Care Network. Employees who do not change their insurance option during subsequent open enrollment periods shall automatically remain in their existing insurance option until the next open enrollment period.

Section 4. Employees hired by the City prior to July 1, 2011 shall contribute two percent (2%) of the premium pre-tax, based upon 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.

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 Article 44. The reversion to the prior wage levels shall occur on the first pay period the “hard cap” option or “80%/20%” option takes effect.

Section 5. The prescription drug coverage for PPO III shall be a five dollar (\$5.00) co-pay for generic drugs and a forty dollar (\$40.00) co-pay for brand name drugs, and an eighty dollar (\$80.00) co-pay for non-formulary drugs (drugs not in formula). The prescription drug coverage for the HMO plan shall be a ten dollar (\$10.00) co-pay for generic drugs and a forty dollar (\$40.00) co-pay for brand name drugs.

Section 6. Health care premium costs for employees hired by the City after July 1, 2011 shall include a minimum employee share of 20%.

Section 7. Waiver of Health Insurance. Employees of the bargaining unit may waive coverage under either the basic medical coverage or the HMO plan and receive \$2,000 (two thousand dollars) as hereinafter provided:

- (a) If a married couple are both employed by the City, they must both waive the coverage, but only one \$2,000 (two thousand dollar) payment will be made.
- (b) The employee and his/her spouse must execute a waiver on a form provided by the City.
- (c) 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.
- (d) The employee may make the election to waive coverage effective on 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 other medical coverage and the City's insurance company will permit coverage at a time other than July 1.
- (e) 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 for 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. The health insurance waiver shall be Two Thousand Dollars (\$2,000) per year.
- (f) The City may develop other reasonable rules and regulations that may become necessary for the application of this Section.

Section 8. Change of Dependents/Insurance: Employees who fail to advise the City within thirty (30) days of changes in insurance eligibility (such as a dependent child getting married or the employee getting divorced) shall pay for the additional premium cost incurred by the City.

Section 9. Dental Insurance: The Employer agrees to pay the full premium costs to cover active members of the bargaining unit, dependent, spouse or dependent children for a dental insurance program as set forth below:

- a) Ninety (90%) percent of treatment cost paid by insurer on Class One and ninety (90%) percent of treatment cost paid by insurer on Class Two benefits with One Thousand (\$1,000.00) Dollar maximum per year, per person.
- b) Fifty (50%) percent of treatment cost paid by insurer on Class Three Orthodontic Benefits with a Five Hundred (\$500.00) Dollar lifetime maximum.

Section 10. All members are included in the Blue Cross/Blue Shield Vision Plan for the employee, employee's spouse and dependent children.

ARTICLE 28
DISABILITY INSURANCE

The City agrees to provide a long-term disability income plan which will provide the following benefits:

Section 1. After thirty (30) calendar days of illness or injury, a qualified employee shall receive benefits equal to eighty-five percent (85%) of his or her hourly rate of pay for the first twenty-four (24) months without a maximum and then sixty-seven percent (67%) 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 their reserve sick leave bank to qualify for this benefit.

It is understood between the parties herein that Section 2 of this Article is not intended to result in a delay to a qualified employee of total benefits guaranteed in Section 1 of this Article. Qualified employees are determined by the insurance carrier and the City's financial obligation is to timely supplement after the above insurance carrier's payments as indicated in Section 1 of this Article.

Section 2. For eligible employees, payments will begin at the next full pay period after thirty-one (31) days from the original disability, if the employee has filed a proper application within seven (7) days after the disability begins. The City agrees to make payments making up the difference between what the insurance carrier pays and the provisions stated in Section 1 above. This shall not result in a delay, to the employee, of total benefits guaranteed in Section 1 above. For retirement purposes any benefits received while on non-duty disability shall be utilized in the calculation for years of service and final average compensation.

Section 3. Eligible employees shall receive disability income replacement benefits as provided in the 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.

Section 4. The City shall not pay nor will the employee earn the following benefits during the time an employee is receiving long-term disability insurance:

- A. Annual Leave
- B. Personal business leave
- C. Unemployment compensation
- D. Worker's compensation
- E. Employer's contributions to the pension system
- F. Medical and dental insurance benefits shall be limited to the following:
 - 1) The City shall continue to pay full medical and dental benefits to the member and his family during the first (2) years, provided the employee maintains the same employee contribution to health insurance.

- 2) After two (2) years, the employee must apply for Social Security benefits. The employee shall continue to receive medical benefits until such time as said employee qualifies for Social Security benefits and Medicare payments as provided for under the Social Security Act for SSI benefits.
 - 3) If the employee goes on Military leave as provided for under Article 26, all payments and other benefits shall cease during the period of time the employee is on military leave.
 - 4) Employees may, at their option, continue to make voluntary contributions to the pension system while they are receiving long-term disability benefits; the City is not under any obligation to contribute to the pension system while the employee is in receipt of non-duty disability benefits or long-term disability benefits.
- G. 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 in effect even if the employee is no longer an employee of the City.

Section 5. Duty Connected Retirement.

1. Employees who are receiving Worker's Compensation Benefits as provided for in Article 29 shall receive benefits as therein provided. 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 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 (1st) 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 benefit is then reduced to eighty percent (80%) on the fourth (4th) anniversary of the injury or illness. The supplemental benefit 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 pay reduced dollar for dollar effective March 1st 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.

- 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 29

WORKER'S COMPENSATION

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 the 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 85% of full pay for the next year. The City reserves the right to require and employee to work a light-duty assignment when medically fit.

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

ARTICLE 30

LIFE INSURANCE

The City will provide Forty Thousand Dollars (\$40,000) of basic life insurance. Accidental death benefit of Twenty Thousand Dollars (\$20,000) shall be provided in addition to the basic life benefit. Dismemberment benefit shall be as provided in the insurance policy of the City in effect on November 1, 2005.

ARTICLE 31

PENSION BENEFITS

Section 1. The level of benefits and employee/employer contributions for employees hired prior to July 1, 2011, will be as follows:

- A. Employees shall receive those retirement benefits provided in the MERS plan with a 3.0 multiplier with 25 and out, with prior service. Employee contribution will be five percent (5%) of gross instead of base. Bargaining unit employees' contribution shall be seven percent (7.0%) of all compensation included in the calculation of final average compensation. The City shall contribute the balance of the necessary amount to fund the plan.

Section 2. 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 healthcare coverage for the retiree, his or her dependents and spouse, provided they pay the same percentage of the premium as when they were an active employee. Subject to

Article 27, Section 3, such healthcare insurance will be the same plan, including optical and dental, as they were enrolled in on the day they apply for retirement.

Section 3. A member shall be allowed to buy his/her service weapon for twenty-five (\$25.00) dollars upon retirement from the Department, unless denied for cause. Upon retirement the City will provide the member with a police badge and identification card; both will state the rank the member held at retirement and will state "Retired".

Section 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 1(A), except that overtime shall not be included. For these employees, overtime shall not be included in the calculation of final average compensation.

Police officers hired into the Police Department after July 1, 2011 who are promoted into the Command Officers' bargaining unit shall receive pension (in addition to those described in this Section) and retiree health insurance benefits as described in the applicable patrol officers' collective bargaining agreement.

Section 5. 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 a HCSP (health care 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.

ARTICLE 32 **TUITION REIMBURSEMENT**

Section 1. The City will reimburse an employee One Hundred (100%) percent of the tuition costs for all classes required for an associates degree and fifty (50%) percent for all tuition costs incurred by the employee in receiving a degree higher than an associates degree, provided the employee receives prior approval from the Director and/or Chief of Police. The conditions governing this program are:

- A. The courses must be job-related,
- B. The courses must be required by the college or university as a prerequisite to a degree,
- C. The employee must advise the Director and/or Chief, 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 33 **LEGAL COUNSEL AND LIABILITY INSURANCE**

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 in the good faith performance of his/her duties. The preceding language does not apply to cases arising out of the actions of officer's off-duty unless otherwise directed by the Director and/or Chief.

ARTICLE 34 **JOB ASSIGNMENTS**

Section 1. Job 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. In making job assignments, the following 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.

Section 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 interested in the position will submit a letter indicating their desire for the assignment.

Section 3. If a senior officer is passed over for an assignment, he may request a reason in writing from the Chief and said request shall be granted.

ARTICLE 35 **SHIFT ASSIGNMENT**

Section 1. The patrol lieutenant and patrol sergeant will be scheduled to work five (5) days and be off two (2) days each week.

Section 2. The patrol lieutenant and patrol sergeant on each shift, will be allowed to choose the same two (2) days off each week, on a monthly basis.

Section 3. The Sergeants on each shift, will attempt to mutually agree, as to which days off they desire. In the event agreement cannot be reached, the ranking Sergeant will be given his/her selection for that month. The next month the ranking Sergeant would have last selection on his/her shift. This rotation will continue each month. Holidays will be rotated as evenly as possible.

Section 4. The patrol lieutenant and patrol sergeant working the same shift will not be allowed to select the same days off.

Section 5. Posted split days off will not be allowed.

(Section 6, listed below, has been eliminated due to there only being one patrol sergeant on each shift. Should the City decide to staff any shift with three or more command officers in the future, the City and Union agree this section shall be reinstated).

Section 6. The Patrol Lieutenant's choice of pass days will not limit the Patrol Sergeant's choice of pass days. If a Patrol Sergeant chooses the same leave day(s) as the Patrol Lieutenant on his shift, single vacation days and PBL's will not be allowed by the other Patrol Sergeant on those pass day(s), unless approved by the Chief or his designee. Note: The single vacation and PBL language supersedes the language in Article 25, Section 8 and Article 20 only for this specific situation listed above.

Section 7. 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.

- i. Lieutenants and Sergeants assigned to the road patrol will bid for available shifts according to seniority in rank. Bids will take place every three (3) months, resulting in a work schedule posted one (1) month prior to the time period to bid for.
- ii. 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 period.
- iii. Except in case of an actual emergency, Sergeants and Lieutenants shall be entitled to a two (2) week, fourteen (14) day notice of a schedule change.

If an employee fails to submit a shift bid selection during the bidding period, the employee will be bypassed and assigned a bid selection by management.

Section 8. The patrol lieutenant shall have the first choice of pass days.

Section 9. Sergeants that are on probation shall not be afforded the opportunity to bid for a shift. Assignment of their shift will be at the discretion of the appropriate Command Officer.

Section 10. If the Department identifies a problem with the shift bid selection in regards to the unbalance of experience on a particular shift, the lowest officer in seniority shall be removed from the shift and placed upon another shift requested by the employee, based upon his/her seniority ranking.

The road patrol shifts will not be staffed with more than one (1) probationary command personnel per shift. The unbalance of experience refers specifically to probationary employees.

Section 11. Detective Sergeants and the Detective Lieutenant will normally be assigned to the day shift unless departmental activities dictate otherwise. In the event new Detective Sergeant or Detective Lieutenant positions are created and assignment of these ranks to other shifts is necessary such assignment will be made by seniority in rank.

Section 12. Both parties recognize the need for supervision of employees of lower rank. Under normal circumstances, supervision shall be provided for each shift or assignment of uniform personnel by an employee holding the rank of Uniform Sergeant or above.

Supervision of employees of lower rank assigned to the Detective Division shall be provided by a Sergeant or above from the Detective ranks.

ARTICLE 36 OUT-OF-CLASS PAY

Section 1. Bargaining unit members assigned to perform the duties of a higher classification for more than five (5) consecutive work days will be compensated at the higher rate beginning the sixth (6th) consecutive work day until the employee holding the higher classification returns or is replaced.

Section 2. The employee performing the duties of a higher classification will request out of class pay for each day he/she is eligible for the higher rate of pay. The request must be made within a five (5) day period from the last day worked.

ARTICLE 37 SHIFT DIFFERENTIAL

Shift differential shall be paid to all employees who begin work between 2:00 p.m. and 5:59 a.m. The hourly premium shall be as follows:

1. Afternoon Shift shall be at a rate of seventy-five cents (\$.75) per hour.
2. Midnight Shift shall be at a rate of one dollar (\$1.00) per hour.

The shift premium is paid to a member in addition to his/her base rate for actual hours worked.

ARTICLE 38 UNIFORM CLOTHING AND CLEANING

Section 1. Employees will receive a uniform allowance once per year on August 1st for purchase, cleaning and maintenance of uniforms and equipment. The annual uniform allowance, subject to all applicable taxes, shall be Eight Hundred and Fifty Dollars (\$850.00) for each employee.

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

Section 2. Enforcement of the department policy and procedure relating to uniform dress code remains the same as it is at the present time.

ARTICLE 39
MAINTENANCE OF CONDITIONS

The Employer agrees that all conditions of employment relating to direct wages, fringes, hours of work, shift and overtime differentials as set forth in the Agreement will be maintained during the term of this Agreement.

ARTICLE 40
LUNCH PERIOD

Each employee shall be entitled to a one-half (1/2) hour lunch break during their normal work day. Continuous overtime of more than four (4) hours, the employee shall be entitled to a lunch break at the discretion of the supervisor in charge.

ARTICLE 41
DEPARTMENT FILES

Section 1. All members of the Romulus Police Department shall have a personnel file containing such records as may be appropriate to manage the Police Department in its daily personnel requirements.

- A. All personnel records which include home addresses, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the Police Department, Mayor, Human Resource Director, City Attorney, or Mayor's designee, or upon the written authorization of the member involved subject to requirements of law.
- B. A member shall have the right to inspect his official personnel record wherever kept, twice a year or more often for good cause shown.
- C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the department. Said member shall have the right to have a duplicate copy for his own use at his own expense. No records, reports, investigation, evaluations, or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.
- D. A member may request to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considers to be detrimental and to request its removal.
- E. The Department need not comply with the above provisions for inspection in those areas where there is a current or ongoing investigation of the officer.

ARTICLE 42
HEALTH AND SAFETY

Section 1. Employees shall not be required to fire at a range unless safety glasses and ear protectors are provided.

Section 2. The City will provide and maintain clean, sanitary buildings and will repair unsafe work facilities in an expeditious manner.

Section 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 department buildings and work facilities.

ARTICLE 43
MISCELLANEOUS ITEMS

Section 1. The department will furnish for the use of the association space for a bulletin board at the police station.

Section 2. If lockers and desks are provided, they shall not be opened for inspection except in the presence of the officer, union representative or a bargaining unit member (if the officer or union representative is not available), unless such presence is waived by the officer. In the event the officer or union representative refuse to be present, the Department shall then have the right to inspect the locker or the desk after notification to the Director and/or Chief of Police of the refusal.

Section 3. 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 and rules and regulations.

Section 4. An employee shall not be required to use his/her privately owned vehicle for any police purpose.

Section 5. Ammunition for range and on-duty use shall be provided as needed. Employees shall be permitted to use departmental practice ammunition as often as necessary to maintain firearm efficiency.

Section 6. There will be a minimum of eight (8) hours between shift assignments.

Section 7. No checks will be provided without required deductions of taxes.

Direct deposit shall be required for all employees hired by the City after July 1, 2011.

Section 8. Employees shall participate in all departmental firearms training. The training may include one (1) eight (8) hour training day and will consist of classroom and range time. The training will consist of curriculum deemed necessary by the range officers. Qualification requirements will follow department policy and procedure.

Section 9. The Union agrees that the City may require members of the Romulus Command Officers Association to participate in written testing, covering relevant topics of job performance, on a yearly basis.

ARTICLE 44
WAGES

Section 1. Effective July 1, 2008, non-probationary sergeants shall maintain at a rate of seventeen percent (17%) over the highest compensated member of the patrol officers' bargaining unit. This would include all monetary sums including bonuses, premiums, incentives and other compensation but excluding normal overtime; however, this provision shall not apply to a rank of Detective in the patrol officers' bargaining unit, up to a cap of five (5%) percent above the rank of patrol officer. Probationary employees will be compensated at seven percent (7%) over the highest compensated member of the patrol officers' bargaining unit. Notwithstanding anything else in this paragraph, if the City establishes the rank of Detective in the patrol officers' bargaining unit, with a base rate more than Patrol Officer and less than Sergeant, the City will create a new classification of Detective Sergeant. The Detective Sergeant shall receive either 7% (probationary) or 17% (non-probationary) more than the Detective classification. The incumbent Sergeant in the Detective Bureau shall become the Detective Sergeant if the City establishes the rank of Detective. Future vacancies in the Detective Sergeant classification shall be filled through the bid process described in Article 34, Sections 1 and 2.

Section 2. Lieutenants shall maintain a rate of eight (8%) percent above the rate of a non-probationary Sergeant.

Section 3. Executive Lieutenants shall maintain a rate of three (3%) percent above Lieutenant.

Section 4. Effective July 1, 2003, each of the four (4) lieutenants shall receive an annual bonus known as a "Reorganizational Impact Bonus" of One Thousand Nine Hundred One Dollars (\$1,901.00) payable July 1st of each year. Effective July 1, 2009, the Executive Lieutenant shall be eligible for the Reorganizational Impact Bonus for Lieutenants.

Effective July 1, 2011, the \$1,901.00 Reorganization Impact Bonus shall be eliminated; except that the Bonus for Lieutenants holding that rank as of July 1, 2011 shall be grandfathered.

ARTICLE 45
PROMOTIONS

PART A
LIEUTENANT'S POSITION

Section 1. Promotions to Lieutenant will use the following criteria:

- A. Sixty (60) points maximum for written test
- B. Twenty (20) points maximum for the oral board
- C. Ten (10) points maximum for education
- D. (10) points maximum for time in rank at Romulus P.D.
- E. TOTAL OF ONE HUNDRED (100) POINTS POSSIBLE.

Section 2. To be eligible in the promotional process, a member must have twelve (12) consecutive months as Sergeant or above with Romulus P.D.

Section 3. Written test to be supplied by a professional testing organization.

Section 4. To be eligible for the oral board and continue in the promotional process, a member must score seventy percent (70%) or better on the written exam.

Section 5. Oral board will consist of three (3) members. Said members will be high ranking police officials from other law enforcement agencies.

A. The board will score applicants using the current form, consisting of five (5) categories down and five (5) headings across. The headings across will be named and have points listed as follows:

1. Outstanding - worth four (4) points in each down category.
2. Above average - worth three and one half (3.5) points in each category.
3. Average - worth two and one half (2.5) points in each down category.
4. Weak - worth one (1) point in each down category.
5. Inferior - worth zero (0) points in each down category.

Section 6. Education will apply as follows:

- A. Three and one half (3.5) points for an Associates Degree
- B. Seven (7) points for a Bachelors Degree
- C. Ten (10) points for a Masters Degree

Section 7. Time in rank will apply as follows:

- A. One (1) point for each year in rank to a maximum of ten (10) points.
- B. A partial year will apply as follows:
 1. Three (3) months but less than six (6), one quarter (1/4) point.
 2. Six (6) months but less than nine (9), one half (1/2) point.
 3. Nine (9) months but less than one (1) year, three quarter (3/4) point.

Section 8. Education and seniority points will be totaled on the final date an employee is permitted to make application for promotion. An employee must obtain a minimum of seventy (70) points to be placed on the promotional list.

Section 9. A promotional list will be established as soon as possible after the final phase of testing. The list will be valid for two (2) years.

Section 10. The Director and/or Chief 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 Director and/or Chief will award the promotion to that candidate.

Additional promotions shall be made from the top three remaining qualifying candidates. In the case where there is only one (1) remaining candidate who qualifies for the position, the Director and/or Chief will award the position to that candidate.

Section 11. There will be established a ninety (90) day probationary period for newly promoted lieutenants.

PART B **DEPUTY CHIEF'S POSITION**

Section 1. The position of Deputy Chief will be a non-bargaining unit position. The City will consider members of the bargaining unit for the position. The City, however, retains sole discretion to hire any individual for the position whether from the bargaining unit or from outside of the bargaining unit. The hiring decision by the City on this position shall be final.

Section 2. A member promoted to the Deputy Chief's position and who subsequently returns to the bargaining unit within one hundred and eighty (180) days, shall return to his former rank, with no loss in seniority and credit for seniority for the time out of the bargaining unit. After one hundred and eighty (180) days, the employee's seniority shall be frozen back to the date of his or her promotion to Deputy Chief and shall not be credited for any time after the promotion.

Section 3. No bargaining unit member will be bumped from his/her classification by an employee returning from the Deputy Chief position.

Section 4. Bargaining unit employees promoted to Deputy Chief or Police Chief may remain in the Defined Benefit Pension Program described in Article 31 and shall make the same employee contribution as described in that Article.

PART C **SERGEANT'S POSITION**

Section 1. Probation period for sergeants will be six (6) months.

Section 2. The Sergeants' rate of pay as a probationary Sergeant will be seven percent (7%). Upon completion of the 90 day probationary period the Sergeant will receive the additional ten (10%) increase for a total compensation of seventeen percent (17%) as outlined in Article 44, Section 1.

Section 3. Probationary Sergeants may be assigned overtime after three (3) months or completion of departmental training program, whichever occurs first.

ARTICLE 46
CAPTAIN

Section 1. If the rank of Captain is created, the Chief of Police will determine what criteria will be used, if any, to fill these position(s). The Captain(s) promoted must come from the current non-probationary bargaining unit members and will serve at the Chief's discretion.

Section 2. The Captain(s) will remain a part of The Command Officers' bargaining unit.

Section 3. Bargaining unit members appointed as Captain shall be compensated at the rate of Two Thousand Dollars (\$2,000) above the pay rate of the highest paid Lieutenant.

Section 4. In the event a Captain is demoted, or he/she requests a demotion, he/she shall be returned to the highest rank he/she previously held, prior to his/her appointment to Captain.

ARTICLE 47
DRUG TESTING

The City may conduct reasonable suspicion drug testing conducted by Concentra. 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 terminated. An employee who tests positive for all other drugs besides marijuana or prescription pain killers shall be terminated for "just cause".

ARTICLE 48
SAVING CLAUSE

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 49
TERMINATION OF AGREEMENT

Section 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 from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

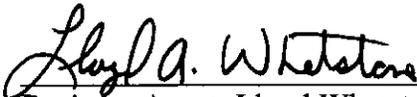
Section 2. In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters and non-economic items by the expiration date, this Agreement will be extended on a day-to-day basis. Either party may terminate this extension by giving the other party a seven (7) day written notice.

Section 3. This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2011 or any other regulation or law adopted by the State of Michigan.

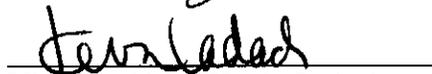
The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency 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, the Michigan Court of Appeals or a federal court.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this _____ day of August 2013.

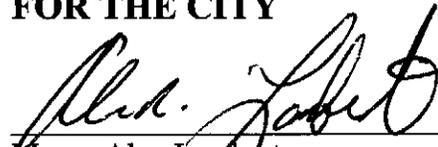
FOR THE UNION


Business Agent, Lloyd Whetstone

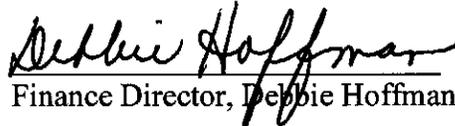

President, Philip Czernik


Vice President, Kevin Ladach

FOR THE CITY


Mayor Alan Lambert


City Clerk, Ellen L. Craig Bragg


Finance Director, Debbie Hoffman

Resolution # 12-294

LETTER OF UNDERSTANDING

The City of Romulus ("City"), and the Police Officers Labor Council and Romulus Command Officers Association (collectively, "the Union"), agree as follows:

1. Article 45 Promotions (Lieutenant's Positions) Sections 1-8 - shall be omitted.

There are no current Union members who meet the contractual requirements to be placed on a Police Lieutenant eligibility promotional list as set forth in Article 45, Sections 1-8 of the 7/1/12 through 6/30/12 CBA. Due to a need, an eligibility list will be created based on "seniority in grade". Article 45 Sections 9 and 10 will utilize existing contract language.

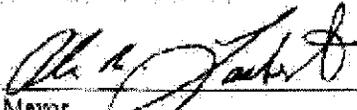
2. This Letter shall remain in effect for two (2) years from the effective date of this Letter unless extended in writing by both the Union and City.

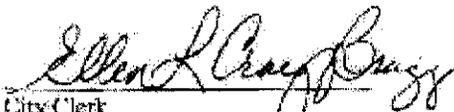
UNION


Romulus Command Officers
Association


POLC of Michigan
Business Agent

CITY OF ROMULUS


Mayor


City Clerk

Date: October 1, 2012

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