

699

STATE OF MICHIGAN
DEPARTMENT OF LABOR
MICHIGAN EMPLOYMENT RELATIONS COMMISSION
ACT 312 COMPULSORY ARBITRATION PANEL

In the matter of:

CITY OF ROMULUS

and

MERC NO.: D84 E-1579

MICHIGAN FRATERNAL ORDER OF POLICE,
LABOR COUNCIL

Panel:

Gerald E. Granadier, Chairman of the Panel
Marilyn Radford, City Delegate
Richard Ziegler, Police Delegate

DECISION AND AWARD

These proceedings were commenced pursuant to the provisions of the Act entitled "COMPULSORY ARBITRATION OF LABOR DISPUTES, POLICEMEN AND FIREMEN", being Act 312 of the Public Acts of 1969, as amended, of the State of Michigan. This Decision and Award is made and entered pursuant to the provisions of said Act 312, as amended.

This Decision and Award is adopted as the Decision and Award of the Arbitration Panel hearing this matter by those members who affix their signatures hereto at the end of this Decision and Award.

STATUTORY MANDATE

MCLA 423.238 provides that "the arbitration panel shall identify the economic issues in dispute, and direct each of the parties to

2
submit to the arbitration panel and to each other its last offer of settlement on each economic issue. The determination of the arbitration panel as to the issues in dispute and as to which of these issues are economic shall be conclusive as to each economic issue the arbitration panel shall adopt the last offer of settlement which, in the opinion of the arbitration panel, more nearly complies with the applicable factors prescribed in section 9. The findings, opinions and order as to all other issues shall be based upon the applicable factors proscribed in section 9."

MCLA 423.239 provides the factors upon which the arbitration panel shall base its findings, opinions and order. Those factors are as follows:

"(a) The lawful authority of the employer.

(b) Stipulations of the parties.

(c) The interests and welfare of the public and the financial ability of the unit of government to meet those costs.

(d) Comparison of the wages, hours and conditions of the employees involved in the arbitration proceeding with the wages, hours and conditions of employment of other employees performing similar services and with other employees generally:

(i) In public employment in comparable communities.

(ii) In private employment in comparable communities.

(e) The average consumer prices for goods and services, commonly known as the cost of living.

(f) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays and other excused time, insurance and pensions, medical and hospitalization benefits, the continuity and stability of employment, and all other benefits received.

(g) Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

(h) Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

PRELIMINARY STATEMENT

It appears from the record that the parties commenced bargaining, proceeded to mediation conducted on November 27, 1984, and December 13, 1984, and thereafter the Michigan Fraternal Order of Police, Labor Council requested Arbitration under Act 312 which was received by the Michigan Employment Relations Commission on December 21, 1984.

Notice of appointment as Chairman of the Panel of Arbitrators was made by letter dated February 8, 1985. The Chairman then contacted the parties to schedule a Pre-Arbitration Conference. The parties agreed to hold the conference on March 8, 1985 to set the parameters of the matters in dispute, schedule pre-hearing conferences, agendas, rules of procedure and other matters. At this meeting it was determined that the issues and sub-issues which were unresolved in bargaining and mediation and which the parties intended to submit to arbitration arose out of the fact that the parties had no prior agreement and that this arbitration was intended to produce one. The issues so submitted were as follows:

(A) Economic:

1. Sick Days
2. Hospitalization Insurance

3. Pension

4. Wages

(B) Non-Economic:

1. Subcontracting Clause

2. Promotions

3. Maintenance of Standards

4. Term of Contract

The Chairman indicated that he would consider, if the parties so desired, to attempt to assist the parties to resolve the issues unresolved and outstanding. The parties indicated that they desired the Chairman's assistance, but would, in any event, prepare for the formal hearing and submit, prior to that date, exhibits for the Chairman to examine and study. The Chairman received those exhibits on or about May 7, 1985. It was agreed that formal Arbitration hearings would be held on May 13, 14 and 15, 1985 and those days were so reserved and set aside for same by the Arbitration panel and the parties. The parties through diligent efforts and extreme devotion to the principles of negotiated collective bargaining were able to resolve the issues at the Arbitration Hearing on May 15, 1985. Thereupon the formal hearing was opened, the following statement was made upon the record: "In addition to those tentative agreements that have previously been approved between the parties--those tentative agreements being some 40-some articles between the Romulus Command Officers Association and the City of Romulus, which is being submitted as an exhibit, a joint exhibit--the following stipulated award is to be presented and submitted as the award of this Arbitration Panel."

Subsequent thereto, on July 8, 1985, an "agreement" was submitted portending to incorporate all the tentative agreements pre-

7

viously approved by the parties. On or about July 15, 1985 the Chairman received a letter from the attorney for the City of Romulus advising that two (2) sections of the proposed contract did not reflect the City's understanding of the tentative agreement and that certain changes were required. When the Police Officers delegate became aware of such changes impasse was again reached. The Chairman then scheduled an additional meeting for July 29, 1985 to attempt to resolve those differences. The parties appeared on that date and set forth their differences and objections to the draft contract. Those matters were fully discussed and ultimately resolved and are reflected in the joint exhibit entitled "Agreement Between the Romulus Command Officers Association and the City of Romulus".

AWARD

Based upon a full and careful review of the record and stipulation of the parties, the panel unanimously makes the following award:

1. All provisions hereinafter set forth are retroactive to July 1, 1984.

	1984	1985	1986
2. Sargents	23,852	25,800	26,330
After 6 mon.	24,752	26,300	27,230
Lieutenants	25,150	26,500	27,500
After 6 mon.	26,052	27,747	28,530

"ME TOO" clause for fringes only: Any fringes negotiated or awarded to members of the Romulus Police Officers Association up to the time of the expiration of this contract, i.e., June 30, 1987, will be automatically granted to the members of this Association.

3. PROMOTIONS. As to the promotions to the position of Inspector, although the City will not agree to the concept of required promotion from the ranks it does, however, agree to develop language which would allow those in the next lower rank

to be considered for the position of Inspector when and if it becomes vacant.

4. SUBCONTRACTING. Same as patrol, which a letter of understanding relative to negotiations to maintain present police ranks in the Sheriff's department, if and when the City would decide to go back to contracting police functions with the County.

5. 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 this agreement, will be maintained during the term of this agreement.

6. Article XXVI. The City agrees to continue the hospitalization insurance plan including the dental plan or its equivalent, now being provided for the duration of this contract. The two present Lieutenants shall be red-lined and the City shall pay that amount which they themselves currently pay to the State of Michigan for their insurance coverage.

7. Article XXI Section 3 (e). There will be no sick day bank credited for Lieutenants upon ratification of this agreement.

8. PENSIONS. Lieutenants will be allowed to contribute and join in the City's pension program in the same manner in which other Police department employees are so permitted.


9. All other provisions in the parties collective bargaining agreement shall be as set forth in the joint Exhibit attached hereto and made a part hereof, entitled "AGREEMENT BETWEEN THE ROMULUS COMMAND OFFICERS ASSOCIATION AND THE CITY OF ROMULUS."


CONCLUSION

During these negotiations and proceedings, the Chairman was greatly aided and impressed with advocacy and counsel of Mr. Ronald E. Mack for the City and Mr. Jerome Sabbota for the Union.

The Panel hereby awards the foregoing provisions and adopts this statement as its complete award. The Arbitration Panel retains no further jurisdiction.


Gerald E. Granadier, Chairman


Marilyn Radford
City of Romulus, Delegate


Richard Ziegler
Fraternal Order of Police, Labor
Council, Delegate

Dated: July 30, 1985

AGREEMENT
BETWEEN THE ROMULUS COMMAND OFFICERS ASSOCIATION
AND
THE CITY OF ROMULUS

INDEX

<u>SUBJECT</u>	<u>PAGE</u>
AUTHORITY OF ARBITRATOR.....	16 - 17
COURT TIME.....	18
DEFINITIONS.....	1
DEPARTMENT FILES.....	36 - 37
DISCIPLINARY PROCEDURE AND MEMBERS' RIGHTS.....	8 - 12
DUES REDUCTION.....	3 - 4
FUNERAL LEAVE.....	22 - 23
GRIEVANCE PROCEDURE.....	13 - 16
HEALTH AND SAFETY.....	37
HOLIDAYS.....	23
HOSPITALIZATION INSURANCE.....	26
JOB ASSIGNMENTS.....	30 - 31
LEGAL COUNSEL AND LIABILITY INSURANCE.....	29 - 30
LIFE INSURANCE.....	28
LUNCH PERIOD.....	35
MAINTENANCE OF CONDITIONS.....	35
MANAGEMENT RIGHTS.....	6 - 7
MILITARY LEAVES.....	26
MISCELLANEOUS ITEMS.....	37 - 38
NON-DUTY DISABILITY INSURANCE.....	27
OUT-OF-CLASS PAY.....	34
OUTSIDE EMPLOYMENT.....	7 - 8

INDEX (CONT'D)

<u>SUBJECT</u>	<u>PAGE</u>
OVERTIME.....	18
PASS DAYS.....	22
PENSION BENEFITS.....	28
PERSONAL LEAVE DAYS.....	19 - 20
PRIVILEGES OF OFFICERS.....	12 - 13
PURPOSE.....	1
RECALL PAY.....	19
RECOGNITION.....	1 - 2
REDUCTION IN WORK FORCE (LAYOFFS).....	4 - 5
SAVING CLAUSE.....	39
SENIORITY.....	5 - 6
SERVICE RATINGS.....	18
SICK LEAVE.....	20 - 21
SHIFT ASSIGNMENT.....	31- 34
SHIFT DIFFERENTIAL.....	34
SPECIAL CONFERENCE.....	5
STRIKES.....	2 - 3
SUBCONTRACTING.....	7
TERMINATION AGREEMENT.....	39
TUITION REIMBURSEMENT.....	28 - 29
UNIFORM CLOTHING AND CLEANING.....	34 - 35
VACATIONS.....	24 - 26

INDEX (CONT'D)

<u>SUBJECT</u>	<u>PAGE</u>
WAGES.....	38
WORKER'S COMPENSATION.....	27 - 28

ARTICLE I
PURPOSE

It is the intent and purpose of this Contract between the City 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 II
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 command officers below the ranks of inspector and above the rank of patrolman employed by the City of Romulus Police Department.

ARTICLE III
RECOGNITION

Section 1. The City recognizes the Romulus Command Officers Association, affiliated with the Michigan Fraternal Order of Police Labor Council, 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 IV 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 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 V
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 Fraternal Order of Police Labor Council with a list of employees, upon receipt by the City from the Union of written authorizations 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 first becomes a member of the bargaining unit; whichever is later; shall as a condition of employment, pay to the Fraternal Order of Police Labor Council 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) 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 VI 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 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 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 VII SPECIAL CONFERENCE

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

Section 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 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 VIII 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 or her social security number will be

considered to have the greater seniority. Time spent in the armed forces on military leaves 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. Suspension

ARTICLE IX MANAGEMENT RIGHTS

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 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 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 X SUBCONTRACTING

The parties recognize the responsibility of the City to provide services to its citizens in the most professional and economical fashion and recognizes 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 XI OUTSIDE EMPLOYMENT

Section 1. Prior to engaging in any employment other than with the City of Romulus, the employees shall make a written request to the Chief of Police requesting permission to engage in outside employment.

Section 2. The written request will include the following:

- (a) the nature of the duties of said employment,
- (b) hours to be worked, and
- (c) anticipated length of time employee expects to have such employment.

Section 3. No outside employment will be approved for a probationary employee or in excess of 20 hours a week for all other employees, excluding periods in which the employee is on vacation.

ARTICLE XII
DISCIPLINARY PROCEDURE AND MEMBER'S RIGHTS

Section 1. The intent and purpose of this article is to provide for progressive disciplinary action. 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.

Section 2. In any case where employee disciplinary action is necessary, the following disciplinary options are available to the Department:

- (a) Counseling
 - 1) An oral warning
 - 2) A verbal warning
- (b) Written Reprimand - This form of discipline is usually at the level of a employee's supervisory officer who shall be empowered to reprimand a member in writing for misconduct or work deficiencies. A copy of any written reprimand is to be submitted to the Association President.

- 1) A written reprimand may be appealed to the Chief of Police, or
- 2) Subject to the grievance procedure.

(c) Chief's Hearing - Upon a full investigation of allegations against an employee, the Chief may conduct a hearing and render any disciplinary penalty including a suspension, or discharge. The Chief's decision will be transmitted in writing to the member and the Association President within 10 working days of the completion of the hearing.

Section 3. Appeals Process - All cases of discipline may be processed as a grievance, begin with step 4 of the grievance procedure.

Section 4. 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. This section does not pertain to employee counseling.

Section 5. 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 records may not be used against the employee for future disciplinary action, and written reprimands shall be removed by the Chief upon request.

Section 6. 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 Chief's hearing.

Section 7. 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 Chief's hearing decision is appealed to arbitration it shall be considered a De Novo hearing and the Association's legal counsel shall be permitted to cross-examine all witnesses against the member.

Section 8. Throughout all disciplinary hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.

Section 9. Whenever a member is under investigation or subjected to interview by his Supervisor and/or the 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 member 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 member has been notified that he has a right to have an officer of the Association present.

Section 10. If any member is ordered to make an oral statement regarding the alleged criminal conduct, he shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable time to act in accordance with such rights.

After a member is ordered to make any written statement in

After a member is ordered to make any written statement in response to any alleged misconduct on his part, he shall have at least 36 hours from the time of the order to comply.

Section 11. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police with pay until such time that the case is completed and a decision on discipline is rendered at a Chief's Hearing. The merits of the case may be reviewed at the Chief's Hearing after a decision is rendered in a criminal case regardless of the outcome of the criminal case.

Section 12. 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 Chief of Police. Such suspension without pay will be effective the date of the Chief's review.

Section 13. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.

Section 14. 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. All suspension days will be deducted from the members total

Departmental service time for the purpose of determining a member's seniority provided, however, such suspension is justifiable and consistent with the just cause provisions of this agreement.

Section 15. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

Section 16. Any member who is accused of violating any criminal law, City, State or Federal shall be entitled to his full rights under the State and Federal Constitutions without being disciplined for exercising such rights unless specifically excepted in this agreement.

Section 17. 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 Chief before he/she is discharged. There will be no appeal to arbitration from this Chief's informal hearing.

ARTICLE XIII 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 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 conferences 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 XIV GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement is 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) 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 immediate supervisor, with or without the presence of his 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 representative shall reduce the matter to written form stating all facts in detail and submit the same to the Chief'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 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 Chief. The 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 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 Chief's disposition contact the Personnel Director to arrange a meeting between the Union and the Mayor to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, 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 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 M.E.R.C. 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 Michigan Employment Relations Commission. 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 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 employee has been aggrieved as a result of some action taken by management, the President or his designate 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 of the steps of the grievance procedure may be waived by the agreement of the Chief and the President of the Union or employee.

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 XV 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 it 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 powers, 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 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.

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.

SERVICE RATINGS

Each quarter the employees will be given a written service rating by the Department. Any employee who wishes to file a response may do so and it will be reviewed by the Chief of Police and will be placed in the personnel file along with the service rating.

ARTICLE XVI OVERTIME

Section 1. All time worked over eight (8) hours in any one eight-hour scheduled day or over forty (40) hours in any work week, shall be recorded as overtime and paid at time and one-half of his or her normal rate. All overtime shall be approved in advance by the immediate supervisor.

ARTICLE XVII COURT TIME

Section 1. Employees who are required to be in Court or license appeal board hearing outside the City of Romulus during non-working hours, shall be guaranteed a minimum of four (4) hours Court time at a rate of 1 1/2 time the employee's normal rate of pay. This section shall apply to any legal process, (i.e. depositions).

Section 2. Employees who are required to be in Court inside the City limits of Romulus, including LCC hearings, during non-working hours, shall be guaranteed a minimum of two (2) hours Court time at a rate of 1 1/2 times the employee's normal rate of pay.

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 XVIII
RECALL PAY

Section 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 two hours will be granted to a recalled member.

Section 2. The recall rate shall not be paid when a member works continuously beyond his normal tour without first being relieved. The recall rate shall terminate as of the hour that his next regular tour was scheduled to begin.

Recall pay shall not be granted when:

- A. A mobilization has been ordered;
- B. Leave, vacation, bonus vacation days have been cancelled;
- C. A member has been directed to appear in court;
- D. A member is given notice of a change in shift starting time prior to his going off duty.

ARTICLE XIX
PERSONAL LEAVE DAYS

Section 1. Each employee shall be granted two (2) personal leave days annually, which shall not be chargeable to the member's sick leave bank. Personal leave days must be

approved by the member's immediate supervisor.

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

ARTICLE XX 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 as a privilege which an employee may use at his 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 the platoon shift commander.

Section 2. Sick leave shall be charged against the employee's sick leave bank in amounts of not less than four (4) hours for any absence.

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 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.
- E. Lieutenants will not be credited with a sick leave bank upon ratification of this agreement. Their accumulation of sick days begins as of July 1, 1984.

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.

Section 6. Employees who use five (5) or less sick days per year will receive an additional five (5) days sick leave credited to their accumulated days.

ARTICLE XXI
PASS DAYS

Section 1. A prescheduled temporary absence from duty for a twenty-four (24) hour duration shall be defined as a pass day unless otherwise designated by the Department.

Section 2. Pass days will be posted at least seven (7) days before the next one 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 1 1/2 times normal rate or the employee is allowed another day off if the employee so elects.

ARTICLE XXII
FUNERAL LEAVE

Employees shall be allowed up to three (3) days to attend a funeral in the event of the death of a spouse, parent, spouse's parent, child, stepchild, brother, sister, brother-in-law, or sister-in-law with pay if a within five hundred (500) mile radius from the Romulus City Hall and five (5) days to attend such a funeral if beyond the five hundred (500) mile radius from the Romulus City Hall. 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 XXIII HOLIDAYS

Section 1. List of Holidays: The following shall be recognized as major holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day. The following shall be recognized as minor holidays: Lincoln's Birthday, Washington's Birthday, Good Friday, Veteran's Day, and the Day After Thanksgiving Day.

Section 2. Holiday Pay: Employees shall receive eight (8) hours of pay at their regular straight-time hourly rate for each major or minor holiday or day celebrated as such on days they are not scheduled to work.

Section 3. Worked Holiday: Eligible employees who work on any day celebrated as a major holiday, shall be paid one and one-half (1 1/2) straight hourly rate for the hours worked in addition to the holiday pay. Eligible employees who work on any day celebrated as a minor holiday shall be paid regular straight time hourly rates for the hours worked in addition to the holiday pay.

ARTICLE XXIV
VACATIONS

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

A. Such employees who complete one (1) year of service shall be granted six (6) working days vacation each year.

B. Such employees who complete two (2) years of service shall be granted thirteen (13) working days vacation each year.

C. Such employees who complete five (5) years of service shall be granted fifteen (15) working days vacation each year.

D. Such employees who complete seven (7) years of service shall be granted seventeen (17) working days vacation each year.

E. Such employees who complete ten (10) years of service shall be granted seventeen (17) working days vacation plus one (1) day for each additional year of completed service up to a maximum of twenty-five (25) days each year.

F. 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 at current rate of pay:

- 1) For any unused portion of vacation time which has been granted to him on an annual basis as provided above, plus
- 2) The pro-rata amount of the annual vacation earned by him in the period between the last anniversary of his termination, based on full calendar months worked by him during that period.

Section 2. Selection of vacation shall be made according to seniority in rank. There may be at least one employee off per rank at any one time.

Section 3. For the purpose of defining "for each month worked during this period", employees hired the first (1st) through 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 4. An employee who returns from military leave of absence shall be credited according to federal regulations.

Section 5. Employees eligible for vacation must take vacation within eligibility year. However, if the employee and Employer mutually agree, the employee may take vacation within six (6) months after said eligibility year.

Section 6. The Employer shall establish the available vacation periods for employees. Vacation schedule will be worked out as far in advance as possible. Seniority shall be the main consideration in considering preference for vacation requests, except when the number of employees absent from work at one time will injure the services rendered by the Department.

Section 7. The first vacation will be taken in a period of at least five (5) consecutive days. The balance of vacation days may be split into one or more days, but each employee will be entitled to only one vacation preference, provided such

scheduling does not drastically interfere with the operation of the City of Department work schedule.

Section 8. 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 9. An employee who is absent from work will not accumulate vacation time.

ARTICLE XXV 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 XXVI HOSPITALIZATION INSURANCE

The City agrees to continue the hospitalization insurance plan being provided at the effective date of the contract for the duration of the contract, or its equivalent. Present lieutenants will be redlined and the City shall pay that amount which the present lieutenants pay to the State of Michigan for their hospitalization insurance.

ARTICLE XXVII
NON-DUTY DISABILITY INSURANCE

The City agrees to provide income disability insurance.

Section 1. Maximum coverage - 52 weeks.

Section 2. Coverage to begin:

- A. First day of accident.
- B. Eighth day of sickness.

Section 3. Benefit to be $66\frac{2}{3}$ of basic weekly earnings to a maximum of \$150.00.

Section 4. The employee may, at his option, use sick leave days or the disability insurance, thus retaining all benefits. Upon depletion of an employee's sick leave days, he may continue to supplement insurance with personal compensatory, and vacation days to retain all benefits.

Section 5. Should an employee opt to use disability insurance only the following benefits will not be earned:

- A. Holidays which fall during the disability which would normally be paid.
- B. Sick time will not be accrued during disability.
- C. Regular pay.

ARTICLE XXVIII
WORKERS' COMPENSATION

Each employee will be covered by the applicable Workmen's Compensation laws. The employer further agrees to pay, in its discretion where the nature of the injuries and the circumstance under which such injuries were suffered warrant, the difference

between Workmen's Compensation benefits and the employee's regular weekly pay based on forty (40) hours. If made, such payment shall be for a period that the employer deems appropriate and the City shall be allowed to subrogate to the rights of the employee to seek reimbursement of such difference against any third party found responsible for causing said injuries.

ARTICLE XXIX
LIFE INSURANCE

The City will provide: \$10,000 basic life.

Accidental death benefit of \$20,000 shall be provided in addition to the basic life benefit.

Dismemberment benefit as provided in the current insurance policy of the City.

ARTICLE XXX
PENSION BENEFITS

Section 1. The City shall provide the same pension benefits as is currently provided to employees of the Police Department but the normal retirement age will be reduced to age fifty-five (55).

ARTICLE XXXI
TUITION REIMBURSEMENT

Section 1. The City will reimburse an employee one-half (1/2) of tuition cost for courses approved by the Department.

An employee will not be allowed time off with pay to attend such courses. Reimbursement to be paid upon successful completion of the course.

ARTICLE XXXII
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 and in the good faith performance of his/her duties.

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

ARTICLE XXXIII
POLICE AUXILIARY (RESERVES)

The assignment and duties of police auxiliary reserves as contained in the P.O.A. contract shall be consistent throughout the Police Department.

ARTICLE XXXIV
OVERTIME ASSIGNMENTS

Section 1. Overtime assignments shall be equally distributed within a 24-hour range between each employee per rank on an annual basis beginning January 1 of each year.

Members who refuse overtime assignments shall be charged in the list as having refused and considered the same as having worked. In the event a sufficient number do not accept the overtime assignment work, the remaining assignments shall be made by ordering officers to work so as to equally distribute the overtime within the range set forth above.

Section 2. Separate lists for sergeants and lieutenants shall be posted and kept up-to-date. Separate lists for uniform division and detective bureau officers shall be posted and kept up-to-date.

ARTICLE XXXV 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 career development of each officer. In making job assignments, the following shall be among those factors considered:

- A. The nature of the assignment and the skills it calls for.
- B. The stated assignment preferences, and
- C. The seniority of the members of the bargaining unit.

Section 2. When an assignment is made to the detective bureau of uniform division, the employee so assigned will not be removed from the assignment, unless requested, for other than just

cause. Lower ranking officers will not be allowed to perform the duties of a superior officer in the following instances:

- 1.) Regularly scheduled pass days
- 2.) Sick leave other than extended sick leave
- 3.) Holidays
- 4.) Personal days
- 5.) Situations normally considered to be supervisory in nature.

ARTICLE XXXVI
SHIFT ASSIGNMENT

Section 1. Uniform sergeants will be allowed to select by seniority in rank to what shift they are to be assigned. The shift bid by seniority in rank will be made every three months effective the first day of the month following the ratification of this agreement. The shift will be on a permanent basis until the next shift bid. The shifts to be bid upon will be days, afternoons, midnights, and rotation. In the event a new shift or shift assignment is initiated, the new assignments will be subject to this provision.

Section 2. The Uniform Lieutenant shall be assigned to the day shift. In the event additional lieutenants positions are filled the shift assignments will be made by seniority in rank and consistent with the provisions set forth in Section 1. of this Article.

Section 3. 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 and consistent with the provisions in Section 1. of this Article.

Section 4. It is agreed that the ability to change shifts by mutual consent of the employees involved with prior consent of the next highest ranking officer will be maintained on a day to day basis.

Section 5.

A. 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.

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

C. Uniform supervisors will be allowed to perform road supervision duties only by the authority of the Chief or Deputy Chief. In the event road supervision is authorized, either a Sergeant or Police Officer will be on duty in the station.

1. The supervisor in charge of the shift may respond

to the scene of a major incident for the purpose of direct supervision. The Sergeant must first call a Police Officer in to replace him at the station prior to responding to the scene.

D. Under normal circumstances lower ranking officers will not be allowed to perform the duties of a higher classification. Lower ranking officers may be allowed to perform the duties of a higher classification in the following instances:

- 1.) Situations set forth in Act 36 Sect. c-1
- 2.) Extended sick leave (over five [5] working days)
- 3.) Scheduled vacation leave in excess of five (5) days
- 4.) Official leave of absence
- 5.) Extended training periods
- 6.) Any other mutually agreeable situation

E. Lower ranking officers will not be allowed to perform the duties of a superior officer in the following instances:

- 1.) Regularly scheduled pass days
- 2.) Sick leave other than extended sick leave
- 3.) Holidays
- 4.) Personal days
- 5.) Situations normally considered to be supervisory in nature.

F. In the event all off duty ranking officers have been offered the opportunity to work and have refused the work or in the event that no ranking officer can be contacted, after

reasonable effort, the work will be assigned to an officer of the next lower rank.

ARTICLE XXXVII
OUT-OF-CLASS PAY

A bargaining unit member assigned to perform the duties of a higher classification for twenty-five (25) or more working days within a twelve (12) month period shall receive the rate of pay for that classification.

ARTICLE XXXVIII
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 thirty cents (\$.30) per hour. The shift premium is paid to a member in addition to his base rate of pay for actual hours worked.

ARTICLE XXXIX
UNIFORM CLOTHING AND CLEANING

Section 1. Uniforms and Equipment. The City agrees to furnish uniform garments to the bargaining unit members. A member must have his uniform or equipment replacement request approved by a lieutenant or inspector before any garment will be replaced.

In addition to uniform garments, the City agrees to furnish:

- A. "High-Rise" Holsters will be purchased one time by the City. If a member has already purchased one, they will be reimbursed by the City at the City's cost.

Section 2. Cleaning. The City agrees to provide one monthly cleaning of all uniform garments including "wash and wear" type material at an establishment of the City's choice. Uniform caps are excluded from this provision. The City may replace any uniform rather than have it cleaned at the City's option.

ARTICLE XXXX
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 this Agreement will be maintained during the term of this Agreement.

ARTICLE XXXXI
LUNCH PERIOD

Each employee shall have a one-half hour lunch break within the eight hour work period, with permission of his/her supervisor. When continuous overtime involves more than four hours, employee shall be granted consideration for eating time at the discretion of the supervisor in charge.

ARTICLE XXXXII
DEPARTMENT FILES

Section 1. 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, Personnel Director, City Attorney or Mayor's designee, or upon the written authorization of the member involved subject to the requirements of law.

Section 2. A member shall have the right to inspect his official personnel record wherever kept, twice a year or more often for good cause shown.

Section 3. 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, investigations, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.

Section 4. 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.

Section 5. 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.

ARTICLE XXXXIII
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 XXXXIV
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 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 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 minumum of eight (8) hours between shift assignments.

ARTICLE XXXXV
WAGES

	<u>1984</u>	<u>1985</u>	<u>1986</u>
Starting Sergeants:	\$23,852.00	\$25,800.00	\$26,330.00
After Six (6) Months:	\$24,752.00	\$26,300.00	\$27,230.00
Starting Lieutenants:	\$25,150.00	\$26,500.00	\$27,500.00
After Six (6) Months:	\$26,052.00	\$27,747.00	\$28,530.00

ARTICLE XXXXVI
SAVING CLAUSE

Should any court, board, or agency of competent and proper jurisdictionn, 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 XXXXVII
TERMINATION AGREEMENT

Section 1. This agreement shall be in full force and effect from July 1, 1984 to and including June 30, 1987, 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 theUnion 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.

THIS AGREEMENT executed this ____ day of _____

In the presence of :

CITY OF ROMULUS

BY: Maribou L. Cadford

BY: _____

ROMULUS COMMAND OFFICER ASSOCIATION

BY: Samuel M. Chilton

BY: _____

BY: Richard Ziegler