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STATE OF MICHIGAN
BUR. OF EMPLOYMENT RELATIONS
DETROIT OFFICE

STATE OF MICHIGAN
MICHIGAN EMPLOYMENT RELATIONS COMMISSION

BEFORE

A COMPULSORY ARBITRATION PANEL

PURSUANT TO PUBLIC ACT 312 OF 1969, AS AMENDED

CITY OF ROMULUS,

Employer,

- and -

POLICE OFFICERS ASSOCIATION
OF MICHIGAN,

Union.
_____ /

Act 312

MERC Case No. D86 D-1040

Raymond A. Shemke
Impartial Chairman

Ronald E. Mack, Esq.
Employer Delegate

William Birdseye
Union Delegate

DECISION AND AWARD

The current collective bargaining agreement of the parties herein (Joint Exhibit No. 1) expired on June 30, 1986 and since then has been extended on a day-to-day basis.

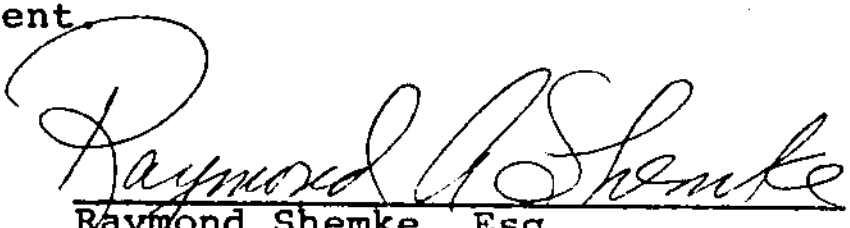
Following lengthy negotiations, the parties were unable to resolve all aspects of their dispute, and the Union petitioned the Michigan Employment Relations Commission (MERC) for arbitration pursuant to Act 312 of the Public Acts of 1969, as amended.

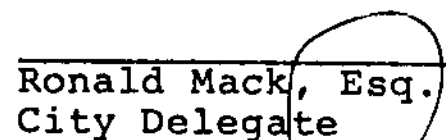
Thereafter, two pre-hearing conferences were held on Friday, October 17, 1986 and Monday, November 24, 1986 at the Michigan Employment Relations Commission's Detroit offices. Following remand by the Arbitrator for continuing negotiations, formal hearings took place on Tuesday, January 13, 1987; Tuesday, January 27, 1987; and Wednesday, January 28, 1987 before the Panel consisting of Chairman Raymond A. Shemke, Esq.; Ronald E. Mack, Esq. for the City and William Birdseye for the Union. A verbatim record of the proceeding was made.

This decision and award is made pursuant to the provisions of the said Act 312, and pursuant to stipulations of the parties set forth upon the record of hearing dated January 28, 1987. It is adopted as the decision and award of the Arbitration Panel hearing this matter by those members of the Panel who sign it.

The Panel carefully considered the criteria of the act and all evidence entered on the record by the parties during the first three days of hearing. At the January 28, 1987 hearing, the parties jointly submitted an agreed-upon contract which was read into the record by the Employer's attorney with various members of both negotiating teams present.

The award adopted by the Panel is for a contract commencing on July 1, 1986 through June 30, 1990, with a total economic reopener for the period July 1, 1989 through June 30, 1990. The attached copy of the agreed-upon contract has been compared to the transcript of record by the Panel, and has been found to be in accord therewith. The remaining parts of the employment relationship between the parties which were not modified in any manner by the official acts and involvement of the Arbitration Panel, shall be the same and are also incorporated by reference into this award in the new collective bargaining agreement.


Raymond Shemke, Esq.
Impartial Chairman


Ronald Mack, Esq.
City Delegate


William Birdseye
Union Delegate

Date: 

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MICHIGAN EMPLOYMENT RELATIONS COMMISSION

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DISSENT OF PANELIST RONALD E. MACK

I must respectfully dissent from the decision of the majority panel membership. I do so reluctantly; but I cannot condone the manner and time in which these "so called" stipulations were presented to the panel. The scheduled hearing began at 10:00 o'clock AM on Wednesday January 28, 1987 and continued from time to time because of continuing negotiations between the parties and terminated with a new reporter at approximately 10:00 o'clock PM.

Mr. Akhtar's oral presentation that late at night did not, in my judgment, comport with the principles of a fair hearing. Confusion and constant interruptions, as the parties entered and left the hearing room for consultation, led this panelist to the conclusion that many errors were to be made and were subsequently found in the transcript and resulting proposed

contract. Several times, proposed contracts had to be changed because of language or the lack thereof in the transcript. Proposed exhibits indicated having been received in the transcript, were for whatever reasons, unaccountably missing from the formal record.

The parties themselves met several times after the hearing of January 28th, to discuss apparently, their mutual problems with the events of the night of the hearing. They came to agreement on several issues, but a proposed document was eventually was presented by both sides. The documents were not the same. There was no meeting of the minds. Clearly, this above all else, provides sufficient proof to this panelist that the parties had not struck an agreement on Jan. 28, 1987 and the proposed contract approved by the majority herein has not been stipulated to by the employer or its representatives because they could not agree. The hearing should have resumed at that time.


Ronald E. Mack, Esq.
City Delegate

Date: 6-9-87

AGREEMENT

Between

THE CITY OF ROMULUS

And

POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

Effective: July 1, 1986 through June 30, 1990

Draft
5/26/87
Draft4

ARTICLE I
PURPOSE

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

ARTICLE II
DEFINITIONS

2.1: When the term City is used, it shall mean the City of Romulus, County of Wayne, State of Michigan and its duly elected or appointed representatives. Employees shall mean police officers, dispatchers, detectives and cadets below the rank of sergeant employed by the City of Romulus Police Department.

ARTICLE III
RECOGNITION

3.1: The City recognizes the Police Officers Association of Michigan (POAM) as the sole representative of its unit members covered by this Agreement for the purpose of collective bargaining with respect to wages, hours, working conditions and other conditions of employment. It shall be the joint concern of the City and the POAM, that no discrimination will be exercised against any employee because of any individual bias, race, creed, or organizational activity or membership in any specific group. The provisions of this Agreement shall apply to all police officers, dispatchers, detectives and cadets below the rank of sergeant in the police department.

3.2: Membership in the Union is not compulsory. All employees in the classifications covered by the Union have the right to join or not to join, to maintain or 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

4.1: Adequate procedure has herein been provided by this Agreement and by Public Act 379 for the settlement of any

grievances, disputes, impasses which may arise between any one or more employees in the bargaining unit covered by this Agreement or the Union's members, representatives, officers or committees and the Employer.

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

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

ARTICLE V DUES DEDUCTION

5.1: The City agrees to deduct the dues and/or service fee as certified by the Association and send the dues collected to the person and place as designated by the Association with a list of employees, upon receipt by the City from the Association of written authorizations allowing the deduction from each employee from whom the deductions are to be made. All dues collected by the City shall be sent to the attention of the Treasurer, Police Officers Association of Michigan, 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152.

5.2: Any person employed with the City and covered by this Agreement, who is not a member of the Association and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit; whichever is later; shall as a condition of employment, pay to the POAM a service fee, equivalent to regular membership dues of the Association, as a contribution towards the administration of this Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Association, unless otherwise notified by 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.

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

ARTICLE VI
REDUCTION IN WORK FORCE (LAYOFFS)

6.1: 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.

6.2: 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.

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

ARTICLE VII
SPECIAL CONFERENCE

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

7.2: 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

8.1: Employees of the police department who successfully complete their one (1) year probationary period (the probationary

period may be extended for up to an additional twelve (12) months by mutual agreement between the parties) shall be credited with all seniority. Seniority shall be determined first 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.

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

8.3: An employee shall forfeit seniority rights only for the following reasons:

- A. Resignation
- B. Dismissal and not reinstated
- C. Disciplinary suspensions in excess of five (5) working days
- D. Retirement

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

- A. Employees of the department who are demoted by the City shall not have deducted any seniority which was otherwise lost as a result of his or her transfer or promotion with the following limitations:
 - 1. Total seniority shall not be used for vacation selection, job assignment or shift selection.
 - 2. Total seniority shall be used for layoffs and recall to his or her former classification outside the bargaining unit.

ARTICLE IX
MANAGEMENT RIGHTS

9.1: The Employer shall have and possess the exclusive right to manage all functions of all its agencies, departments and offices, including but not limited to the direction of staff; the full and exclusive right to hire, promote, demote, discharge and discipline employees for cause; to promulgate rules and regulations governing the conduct of the employees and to require their observance; to make temporary job assignments necessary to 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

10.1: The parties recognize the responsibility of the City to provide services to its citizens in the most professional and economical fashion and recognize that in appropriate cases outside contractors may be employed to perform such services. Prior to 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

11.1: The rules and regulations governing outside employment are incorporated in the departmental manual. The departmental manual shall not be changed as it relates to outside employment except by mutual agreement between the parties.

ARTICLE XII
DISCIPLINARY PROCEDURE AND MEMBER'S RIGHTS

12.1: The policies and procedures pertaining to disciplinary procedure and member's rights are incorporated in the departmental manual. The departmental manual shall not be changed as it relates to disciplinary procedure and member's rights except by mutual agreement between the parties.

ARTICLE XIII
PRIVILEGES OF OFFICERS

13.1: The department will grant a necessary and reasonable amount of time off, during working hours, and with regular pay for lost time to Association officers who must necessarily be present for direct participation in the grievance adjustments and special conferences with the department. Such persons must receive permission from the Chief 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.

13.2: 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 XIV
GRIEVANCE PROCEDURE

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

14.2: All grievances must be filed in writing within fifteen (15) calendar days of the event giving rise to the grievance, or if the employee is off on any type of leave days permitted by this contract, then the grievance must be filed in writing within fifteen (15) 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 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 Union 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 Union representative. If the matter is not satisfactorily settled or adjusted in this step, the representative shall then process the grievance as provided in Step 4.

Step 4. Failing to resolve the issue in the third step the Union shall within fifteen (15) calendar days of the Chief's disposition contact the 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 Michigan Employment Relations Commission (MERC). 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 MERC. 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 Union.
- 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

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

- A. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
- B. Limiting or interfering in any way with the powers, duties or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
- C. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy or rule does not conflict with this Agreement.
- D. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

- E. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
- F. Granting any right or relief for any period of time whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

ARTICLE XVI
SERVICE RATINGS

16.1: The policies and procedures pertaining to the establishment of a service rating program are incorporated into the departmental manual. The departmental manual shall not be changed as it relates to service ratings except by mutual agreement between the parties.

ARTICLE XVII
OVERTIME

17.1: All time worked over eight (8) hours in any one eight (8) hour scheduled day or over forty (40) hours in any work week, shall be recorded as overtime and paid at one and one-half (1-1/2) of his or her normal rate. All overtime shall be approved in advance by the immediate supervisor.

ARTICLE XVIII
COURT TIME

18.1: 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 one and one-half (1-1/2) times the employee's normal rate of pay.

18.2: 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 one and one-half (1-1/2) times the employee's normal rate of pay.

18.3: 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 XIX
RECALL PAY

19.1: 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 (2) hours will be granted to a recalled member.

19.2: 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 XX
PERSONAL BUSINESS DAYS

20.1: Each employee shall be granted two (2) 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.

20.2: Advance notice of seventy-two (72) hours shall be given to the immediate supervisor before use of any personal business leave days unless emergency otherwise indicates.

ARTICLE XXI
SICK LEAVE

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

- A. Effective March 1, 1987, all employees shall have all sick leave paid off at their rate of pay in effect as of July 1, 1986.
- B. Thereafter each member of the bargaining unit shall be credited with three hundred twenty (320) hours of sick leave which may be used during the term of this Agreement as approved sick leave.
- C. At the expiration of the contract employees shall be paid for all unused sick leave hours at a rate of fifty (50%) percent of their hourly rate of pay, or carry their sick leave forward until a subsequent contract is agreed to by the City and the Union.
- D. The Chief of Police shall provide for the rules and regulations employees must follow in using sick leave.

21.2: In consideration for the above changes in sick leave provision, the City agrees to provide a long term disability income plan which will provide the following benefits:

- A. After forty (40) working days of illness or injury, a qualified employee shall receive benefits equal to 66-2/3% of his or her hourly rate of pay.
- B. Qualified employees shall receive benefits as provided above for a period equal to their length of service with the City, or age sixty-five (65) whichever is greater.
- C. The City shall not pay nor will the employee earn the following benefits during the time an employee is receiving long term disability insurance:
 - 1. Annual leave
 - 2. Personal business leave
 - 3. Unemployment compensation
 - 4. Worker's compensation
 - 5. Employer's contributions to the pension system
 - 6. Medical and dental insurance benefits shall be limited to the following:
 - a. The City shall continue to pay full medical and dental benefits to the member and his family during the first ninety (90) days,

- b. During the second ninety (90) days the City is obligated to pay the premium for medical and dental benefits for the member only, provided the member may pay the difference in premium cost to continue to provide benefits for his family,
 - c. After one hundred eighty (180) days, the employee, at his or her option, may reimburse the City the full premium cost for the continuation of medical and dental benefits as provided for under the terms of the contract.
7. If the employee goes on Military Leave as provided for under Article XXVI, all payments and other benefits shall cease during the period of time the employee is on military leave.
- D. The benefit shall be offset against any statutory benefits the employee may receive, including the reimbursement to the City of any judgment or settlement the employee may receive which is associated with his or her disabling injury or illness. This provision shall remain even if the employee is no longer an employee of the City.
- E. Duty Connected Disability. Employees who are receiving Worker's Compensation benefits as provided for in Article XXIX 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:
- 1. When combined with statutory benefits, an amount equal to fifty (50%) percent of the employee's then annual wage.
 - 2. If the former employee earns wages equal to fifty (50%) percent of his or her annual wage as provided for in subsection D. above, the benefit shall then be offset against the long-term disability income insurance benefit.

Upon request by the City, the employee shall be required to submit his or her state and federal income tax forms to an uninterested third party to verify the former employee's reported wages.

3. The benefit shall stop upon the employee reaching age sixty-five (65).
4. If the employee redeems his or her Worker's Compensation benefit for a lump sum payment, then all benefits shall stop.
5. Employees receiving long-term disability benefits shall not receive any benefits as provided for under the terms of the contract, except for medical benefits which shall be continued for twenty-four (24) months. The employee shall be allowed to pay the full premium cost for up to eighteen (18) months thereafter or a longer period if allowed under the terms of the insurance policy.

ARTICLE XXII
PASS DAYS

22.1: The rules and regulations pertaining to the assignment of pass days are incorporated into the departmental manual. Said rules and regulations may not be changed except by mutual agreement between the parties.

ARTICLE XXIII
FUNERAL LEAVE

23.1: 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, or sister with pay if within a 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 XXIV
HOLIDAYS

24.1: Effective February 1, 1987, holiday pay, because of the nature of service performed by members of the police department, the City agrees to pay, in lieu of holiday pay, the employee's five (5%) percent contribution to the pension system; provided

that employees who are scheduled to work on a holiday as spelled out below shall be paid an additional four (4) hours of pay at their regular hourly rate for work performed.

24.2: The following days shall be recognized as contractual holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day.

ARTICLE XXV
VACATIONS

25.1: Schedule for Police Officers. For the period of July 1, 1986 to June 30, 1987 the previous contractual vacation benefits will be in effect. Effective July 1, 1987 all regular full-time 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 ten (10) 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 twenty (20) working days vacation each year.
- D. Such employees who complete ten (10) years of service shall be granted one (1) day for each additional year of completed service up to a maximum of twenty-five (25) days each year.
- E. 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 of his or her

termination, based on full calendar months
worked by him/her during that period.

25.2: Schedule for Dispatchers. All regular full-time 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 five (5) working days vacation each year.
- B. Such employees who complete two (2) years of service shall be granted ten (10) 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 ten (10) years of service shall be granted fifteen (15) 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.
- E. 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 of his or her termination, based on full calendar months worked by him/her during that period.
- F. All dispatchers shall receive two (2) additional vacation days, effective July 1, 1987, and an additional two (2) vacation days effective July 1, 1988.

25.3: 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.

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

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

25.6: An employee who is absent from work will not accumulate vacation time.

25.7: The policies and procedures regulating the assignment of vacation time are incorporated in the departmental manual. Said policies and procedures may not be changed except by mutual agreement between the parties.

ARTICLE XXVI MILITARY LEAVES

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

ARTICLE XXVII HOSPITALIZATION INSURANCE

27.1: The City agrees to continue the hospitalization insurance plan being provided or its equivalent, as of the effective date of this Agreement for the duration of this Agreement.

27.2: Employees who elect an HMO medical insurance policy shall receive fifty (50%) percent of the savings realized by the City; the difference between Blue Cross or its equivalent and the HMO medical insurance policy. Payments shall be made annually, during the month of July.

ARTICLE XXVIII NON-DUTY DISABILITY INSURANCE

28.1: Effective March 1, 1987, the non-duty disability insurance program which was previously in effect shall cease and the employees shall be covered by the long-term disability

insurance provisions which are provided for under Article XXI, Sick Leave.

28.2: All employees who are hired on and after June 1, 1983 shall have credited to their sick leave bank up to forty-eight (48) hours of sick leave. Said sick leave shall be paid off in accordance with Article XXI, Section 1, paragraph A.

ARTICLE XXIX
WORKERS' COMPENSATION

29.1: Effective July 1, 1986, in the event an employee is injured in the performance of their duties whether on or off-duty and are covered by the applicable Workers' Compensation laws the employee will be paid the difference between Workers' Compensation benefits and full pay for a period not to exceed one (1) year. No employee shall suffer a loss of sick time or benefits as a result of duty related injuries. The City reserves the right to require an employee to work a light-duty assignment when medically fit.

ARTICLE XXX
LIFE INSURANCE

30.1: The City will provide: \$10,000 basic life. An accidental death benefit of \$20,000 shall be provided in addition to the basic life benefit. The dismemberment benefit shall be as provided in the current insurance policy of the City.

ARTICLE XXXI
PENSION BENEFITS

31.1: The pension system, in effect as of June 30, 1986, shall be modified to provide for the following:

- A. Employees shall be vested in the pension system after ninety-six (96) months of continuous service.
- B. Any employee, vested or non-vested, shall not receive the City's contribution if the employee terminates his/her employment or is discharged for cause prior to reaching normal retirement age.
- C. Normal retirement age shall be age fifty (50) with twenty (20) years of credited service in the pension system.

Any employee who does not have twenty (20) years of service at age fifty (50) shall be required to continue to work until said employee reaches age fifty-five (55) and then may retire and receive a pension as long as the employee is vested in accordance with subsection A. above.

- D. All employees of the bargaining unit shall, as a condition of their employment, be members of the pension system and may contribute up to ten (10%) percent of their wages to the pension system in addition to the ten (10%) percent contributed by the City.

The City's contribution to the pension is in lieu of paying holiday pay to the members of the bargaining unit.

- E. Upon reaching normal retirement as provided for in C. above, an employee may accept one of the following retirement options:

1. Automatic Form of Annuity. If you are married and have not chosen another form of annuity in writing, you will automatically receive a Joint and 50% Survivor annuity. This annuity is paid monthly as long as you or your spouse is alive. Payments are reduced by fifty (50%) percent upon your death.

If you are married and have not chosen another form of annuity in writing, you will automatically receive a Joint and Survivor Annuity. This annuity is paid monthly as long as you or your spouse is alive.

Optional Forms of Annuity. Any of the following forms of annuity may be selected:

2. A Life Annuity. A monthly annuity payable for as long as you live, but ceasing entirely at your death. With no minimum number of payments, this form of annuity is not recommended if you wish to provide for dependents.
3. A Life and Five Year Certain Annuity. A monthly annuity payable for at least five (5) years (60 guaranteed monthly payments), and for as long as you live after that. If you

die before sixty (60) payments have been made, the balance of the sixty (60) payments will be made to your beneficiary.

4. A Life and Ten Year Certain Annuity. A monthly annuity payable for at least ten (10) years (120 guaranteed monthly payments) and for as long as you live after that. If you die before 120 payments have been made, the balance of the 120 payments will be made to your beneficiary.
5. A Joint and 50% Survivor Annuity. A monthly annuity payable as long as you or your spouse is alive, with the amount of the annuity reducing by fifty (50%) percent at your death. This is the automatic form of annuity if you are married at retirement.
6. Any Other Form of Annuity Offered by ManuLife, including a lump sum payment. You must provide proof of your age (and that of your spouse if you have chosen a Joint and Survivor annuity), before an annuity is purchased.
7. Death. If you die before your retirement payments begin, your beneficiary will receive all of the value accumulated in the plan on your behalf.

You may choose to have the death benefit paid to your beneficiary in the form of a monthly annuity or in cash. If you die without making that choice, it will be made by your beneficiary.

The death benefit payable to your beneficiary after your retirement payments begin is the balance of pension payments that are still due according to the form of annuity you have chosen.

ARTICLE XXXII TUITION REIMBURSEMENT

32.1: The City will reimburse the employee one hundred (100%) percent of the tuition costs for all classes required for an associate's degree and fifty (50%) percent for all tuition costs incurred by the employee in receiving a degree higher than an

associate's degree, provided the employee receives prior approval from the Chief of Police. The conditions governing this program are:

- A. The courses must be job related,
- B. Required by the college or university as a prerequisite to a two or four year degree,
- C. The employee must advise the 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 XXXIII
LEGAL COUNSEL AND LIABILITY INSURANCE

33.1: The City will provide legal counsel and pay any costs and judgements 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 or her duties.

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

ARTICLE XXXIV
PATROL VEHICLE ASSIGNMENTS

34.1: Two (2) police officers will be assigned to all patrol vehicles during the hours of dusk to dawn except for the following:

- A. Management shall have the ability to assign a one-officer patrol unit for traffic enforcement duties.
- B. The traffic enforcement unit may be directed to assist as a backup unit for non-traffic duties. The traffic enforcement unit will not be a primary response vehicle in non-traffic activities.

- C. Management has the ability to assign the odd number police officer on a scheduled shift assignment (other than probationary officers) for a one-officer unit. This unit will not be used as a primary responder for potentially hazardous calls for police service.

ARTICLE XXXV
POLICE AUXILIARY (RESERVES)

- 35.1: Police auxiliaries/reserves will not be assigned duties normally performed by members of the bargaining unit, or be used to circumvent the holiday/overtime provision of this Agreement.
- 35.2: Police reserves may be assigned to patrol in vehicles manned by two police officers.
- 35.3: Police reserves may also be used to ride with members of the bargaining unit in one or two man cars upon the consent of the officer or officers involved and the department.
- 35.4: The memorandum of agreement entered into between the City and the Union shall continue during the life of this Agreement.

ARTICLE XXXVI
OVERTIME ASSIGNMENTS

- 36.1: The policies and procedures regulating the overtime assignments are incorporated in the departmental manual. Said policies and procedures may not be changed except by mutual agreement between the parties.

ARTICLE XXXVII
SHIFT ASSIGNMENTS

- 37.1: The policies and procedures regulating shift assignments are incorporated in the departmental manual. Said policies and procedures may not be changed except by mutual agreement between the parties.

ARTICLE XXXVIII
JOB ASSIGNMENTS

- 38.1: The policies and procedures regulating job assignments are incorporated in the departmental manual. Said policies and

procedures may not be changed except by mutual agreement between the parties.

ARTICLE XXXIX
PROMOTIONS

39.1: All promotions to the position of sergeant shall be on a competitive basis with the following factors used:

Written examination	45 points
Oral board	35 points
Performance appraisal	10 points
Educational credit	
Associate's Degree	2 points
Bachelor's Degree	4 points
Master's Degree	
or higher	5 points
Seniority	1 point for each six (6) months of employment as a police officer in the Romulus Police Department, with a maximum 5 points to be awarded.
Residency	2 points for maintaining residency in the City of Romulus at least one (1) year immediately preceding the examination.

39.2: To be eligible to take the sergeant's examination, a member of the bargaining unit must have been employed for a period of five (5) years in a recognized law enforcement department as a peace officer in the State of Michigan and have been employed for three (3) years as a police officer in the Romulus Police Department immediately preceding the examination.

39.3: The candidate applying for the examination and successfully passing all elements of the examination who holds the No. 1 rating shall be the first police officer to be promoted to the rank of sergeant. The rule of one shall apply thereafter.

39.4: All promotional lists for the classification or rank of sergeant shall be in effect for one (1) year. The first list shall take effect on or about December 1, 1987.

ARTICLE XL
OUT-OF-CLASS PAY

40.1: 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 XLI
SHIFT DIFFERENTIAL

41.1: 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 XLII
UNIFORM CLOTHING AND CLEANING

42.1: The policies and procedures pertaining to dress code, departmental issue uniforms, the amount of money an officer is to receive for uniform replacement and maintenance are incorporated in the departmental manual. Said policies, procedures and allowances may not be changed except by mutual agreement between the parties.

ARTICLE XLIII
LUNCH PERIOD

43.3: The policies and procedures regulating the assignment of lunch periods to the members of the bargaining unit are incorporated in the departmental manual. Said policies and procedures may not be changed except by mutual agreement between the parties.

ARTICLE XLIV
DEPARTMENT FILES

44.1: The policies and procedures regulating the maintenance and review of departmental files are incorporated in the departmental manual. Incorporation of said rules and regulations may not be changed except by mutual agreement between the parties.

ARTICLE XLV
HEALTH & SAFETY

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

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

45.3: 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 XLVI
WAGES

46.1: Police officers will receive the following wages:

	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
7/1/86	\$20,000	\$23,000	\$25,000	\$27,500
7/1/87	20,500	24,500	26,500	29,000
7/1/88	23,000	26,000	28,500	31,000

46.2: Dispatchers will receive the following wages:

	<u>START</u>	<u>1 YEAR</u>
7/1/86	\$18,190	\$19,260
7/1/87	19,463	20,608
7/1/88	20,826	22,050

46.3: Wages are retroactive to July 1, 1986 on all hours compensated.

46.4: For the period of July 1, 1989 through June 30, 1990 the City and the Union agree to a total economic reopener.

46.5: Employees in the police academy as of January 28, 1987 will continue to receive a salary of \$15,500 until successful completion of the academy. Upon completion of the academy, they shall have their salary adjusted to reflect the minimum starting salary of a police officer. These employees shall advance to the next step in the salary schedule based upon one (1) year from date of hire, not the date of completing the academy.

ARTICLE XLVII
MISCELLANEOUS ITEMS

47.1: The department will furnish for the use of the Association, space for a bulletin board at the police station.

47.2: 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.

47.3: 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.

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

47.5: This Agreement shall supersede any rules, regulations, ordinances, or resolutions inconsistent with the Agreement.

47.6: The wages, hours and other terms and conditions of employment for employees of the Romulus Police Department in the classification of cadet are contained in Appendix A.

47.7: Any dispatcher who voluntarily leaves the employment of the City on or before June 1, 1987 shall receive severance pay in the amount of five thousand (\$5,000) dollars in addition to the City's contributions to the employee's retirement account. Upon the employee signing an agreement of assignment of pension benefits, the City will advance to the dispatcher his accumulated retirement contributions in lieu of the dispatcher having to wait the required twenty-four (24) months. All dispatchers who elect to exercise this option shall give the City at least thirty (30) days written notice of their determination to take advantage of this severance provision; once said option is made it cannot be withdrawn.

47.8: Employees who received their police academy training at the expense of the City and who leave the employment of the City within twenty-four (24) months of graduation from the police academy shall forfeit all sick leave and vacation time.

ARTICLE XLVIII
SAVING CLAUSE

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

ARTICLE XLIX
TERMINATION AGREEMENT

49.1: This Agreement shall be in full force and effect from July 1, 1986 to and including June 30, 1990 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.

49.2: In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and noneconomic 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.

In WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this _____ day of _____,
19__.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF ROMULUS

Kenneth E. Grabowski
Business Agent

Beverly McAnally, Mayor

ROMULUS POLICE OFFICERS
ASSOCIATION

Marilyn Radford, Personnel
Director

Tim O'Neil, President

Charles E. Wilmoth,
Chief of Police

Emmett Barnes, Vice President

Terry Koski, Secretary

Jim Poet, Treasurer

LETTER OF UNDERSTANDING

Within the period of the next twenty-four (24) months, the parties will jointly engage the actuary firm of Gabriel, Roeder, Smith & Company for the purposes of examining and determining the cost and feasibility of implementation of the base benefit plan provided by Public Act 345 of 1937, as amended. The cost of the actuarial work and related costs shall be borne by the City.

The POAM recognizes the exploration of this plan does not constitute an offer of Act 345 or any change in the pension system by the Employer, nor does the exploration of alternative retirement systems represent any effort or obligation on the part of the Employer to bargain on the issue of retirement until such time as permitted by the economic reopener provision of the Agreement.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

CITY OF ROMULUS

Kenneth E. Grabowski
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Jim Poet, Treasurer

APPENDIX A

CADETS

Upon the execution of this Agreement by the parties, a new classification of police cadet shall be established. The precondition of employment, wages, hours and other terms and conditions shall be as follows:

I

PRE-EMPLOYMENT QUALIFICATIONS

- A. In order to be considered for employment in the Romulus Police Department as a cadet, an applicant must be between the ages of 18 and 23.
- B. The applicant must have passed the MLEOTC testing requirements for a police officer and have a qualifications certificate from the testing council.
- C. In addition, the applicant must successfully pass additional written and/or oral examinations the City may administer.

II

PROBATIONARY PERIOD

- A. Once employed, a cadet shall undergo a twelve (12) month probationary period.
- B. The probation period may be extended by mutual agreement between the Chief and the Union for a specified period of time.
- C. A probationary cadet may have his employment terminated at any time. The Chief shall give the employee a written notice of termination of employment; the reasons for said termination need not be stated.

A probationary cadet served with said termination notice may request that he or she be allowed to resign from the Romulus Police Department prior to the date that his or her termination of probation is to take effect. If such a request is made, the Chief shall consider said request for resignation, but, in his discretion may not grant said request.

III
ASSOCIATES DEGREE

- A. As a condition of continuing his or her employment in the Romulus Police Department, all cadets shall receive an associate's degree in an approved criminal justice field during their first sixty (60) months of employment. If a cadet does not receive such a degree during his or her first sixty (60) months of employment, said inability to attain an associate's degree shall be just cause for termination by the Employer.
- B. The associate's degree shall be obtained during the cadet's off-duty hours and no compensation shall be paid for attending classes.
- C. The City will pay the employee's cost for tuition if the employee receives a grade of "C" or higher. The approved class must be in the criminal justice field or required for the associate of arts degree.
- D. All classes must be approved by the Chief of Police or his designee prior to the employee attending the class.
- E. The Chief will assign the cadets on shifts which will accommodate their school schedule.

IV
POLICE ACADEMY TRAINING, APPOINTMENT AS A POLICE OFFICER

- A. When a vacancy is to be filled as determined by the City in the police officer classification, all qualified cadets shall be allowed to appear before the Oral Qualifications Board. The Oral Board, using objectively ascertainable criteria, shall determine the suitability of the cadet to become a police officer. Cadets shall be ranked in accordance with their seniority rating. All cadets who fail the police officer oral qualification examination shall be terminated without recourse to the grievance procedure.
- B. Once a cadet is hired as a police officer, he or she shall be subject to the terms and conditions of the labor agreement between the City and the POAM relative to a police officer classification and must pass the probationary period for police officers.
- C. In the event there are not sufficient numbers of qualified cadets to fill all vacant police officer positions, the City has the right to hire from outside the cadet classification.

V
ASSIGNMENTS AND DUTIES OF CADETS

A. Non-Certified Cadets.

Non academy trained cadets may be assigned by the Chief to work in the following areas of the police department:

1. Dispatch (Cadets will not permanently replace a dispatch position)
2. Records
3. Desk
4. Detective Bureau - Clerical Duties

B. Certified Cadets.

A newly hired cadet who is academy trained at the time of employment may be assigned to work in the following areas of the police department:

1. Dispatch (Cadets will not permanently replace a dispatch position)
2. Records
3. Desk
4. Detective Bureau - Clerical Duties
5. Such other assignment as agreed between the parties which shall include but not be limited to:
 - a. Open and close the cemetery
 - b. Animal complaints
 - c. Non-injury private property accidents
 - d. Non-injury automobile accidents/away from the scene of the accident
 - e. Lock outs of home, automobile or business
 - f. Mail runs
 - g. Stolen bicycle reports
 - h. Service of process

C. Shift, Pass Days and Vacation Schedules

Cadets shall have their own shift, pass days and vacation schedule. Procedures implementing said schedules shall be the same as those governing police officers and covered by the Chief's Operational Manual.

VI
CADET UNIFORM DRESS CODE

- A. Cadets shall be furnished uniforms as prescribed in the Chief's Operational Manual.
- B. The dress code for cadets shall be contained in the Chief's Operational Manual.
- C. Upon graduation from the police academy, cadets shall be supplied with additional uniforms and items associated with their work assignments.
- D. Cadets shall receive an annual uniform allowance as follows:
 - 1. After 12 months \$ 50.00
 - 2. After 24 months \$ 75.00
 - 3. After 36 months \$100.00

VII
FRINGE BENEFITS

- A. Except for vacation time and the fringe benefits modified above, cadets shall receive the same fringe benefits as those received by police officers. Said fringe benefits are those spelled out in the labor agreement between the City of Romulus and the POAM effective July 1, 1986.
- B. Cadets shall earn vacation time as follows:
 - 1. After one (1) year of service, cadets shall be credited with five (5) days (40 hours) of vacation time.
 - 2. After two (2) years of service, cadets shall be credited with ten (10) days (80 hours) of vacation time.

VIII
WAGES

A. Cadets Without Associate's Degree.

Cadets who are hired without an associate's degree shall be placed at the starting step of wages in A-1 and receive an annual step increase on each July 1 thereafter (an employee who does not have six (6) months of service on July 1 shall not receive a step increase), provided the employee receives a satisfactory performance rating. When a cadet receives his or her associate's degree, he or she shall be placed at the starting step of wages in B-1, said placement shall take place on the next July 1 after receiving his or her diploma.

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
A-1	\$15,500	\$16,284	\$17,109	\$18,503

B. Cadets With an Associate's Degree.

Cadets who at the time of hire have an associate's degree shall be placed at the starting step of wages in B-1, and receive an annual step increase on July 1 thereafter (an employee who does not have six months of service on July 1 shall not receive a step increase) provided the employee received a satisfactory performance rating.

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
B-1	\$17,196	\$18,503	\$19,058	\$20,219

C. Academy Trained Cadets.

1. New employees:

- a. Academy trained/no associate's degree, wage is C-1.

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
C-1	\$16,208	\$17,109	\$18,503	\$19,360

- b. Academy trained/with associate's degree, wage is C-2.

	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
C-2	\$18,503	\$19,630	\$20,740	\$21,973