

6/30/94

AUTHORITY OF ARBITRATOR	ARTICLE XV	PG 12
CADETS	ARTICLE XLVI	PG 35-36
COURT TIME	ARTICLE XVII	PG 13
DEFINITIONS	ARTICLE II	PG 1
DEPARTMENT FILES	ARTICLE XXXIX	PG 31
DISCIPLINE PROCEDURE AND MEMBER'S RIGHTS	ARTICLE XII	PG 6-9
DRUG TEST	ARTICLE XLV	PG 35
DUES DEDUCTION	ARTICLE V	PG 2-3
FUNERAL LEAVE	ARTICLE XXII	PG 18-19
GRIEVANCE PROCEDURE	ARTICLE XIV	PG 9-11
HEALTH AND SAFETY	ARTICLE XL	PG 31
HOLIDAYS	ARTICLE XXIII	PG 19
HOSPITALIZATION INSURANCE	ARTICLE XXVI	PG 22
JOB ASSIGNMENTS	ARTICLE XXXIV	PG 27-28
LEGAL COUNSEL	ARTICLE XXX	PG 24
LIFE INSURANCE	ARTICLE XLIV	PG 35
LUNCH PERIOD	ARTICLE XXXVIII	PG 30
MANAGEMENT RIGHTS	ARTICLE IX	PG 5
MILITARY LEAVES	ARTICLE XXV	PG 22
MISCELLANEOUS ITEMS	ARTICLE XLI	PG 32
OUTSIDE EMPLOYMENT	ARTICLE XI	PG 5-6
OVERTIME	ARTICLE XVI	PG 12
OVERTIME ASSIGNMENTS	ARTICLE XXXIII	PG 26-27
PATROL VEHICLE ASSIGNMENTS	ARTICLE XXXI	PG 25
PENSION BENEFITS	ARTICLE XXVIII	PG 22-23

Romulus, City of

PERSONAL BUSINESS LEAVE	ARTICLE XIX	PG 13
POLICE RESERVES	ARTICLE XXXII	PG 26
PRIVILEGES OF OFFICERS	ARTICLE XIII	PG 9
PROFICEINCY TESTING	ARTICLE XLIII	PG 34
PROMOTIONS	ARTICLE XXXV	PG 28-29
PURPOSE	ARTICLE I	PG 1
RECALL PAY	ARTICLE XVIII	PG 13
RECOGNITION	ARTICLE III	PG 1
REDUCTION IN WORK FORCE	ARTICLE VI	PG 3
SAVINGS CLAUSE	ARTICLE XLVII	PG 36
SENIORITY	ARTICLE VIII	PG 4-5
SHIFT DIFFERENTIAL	ARTICLE XXXVI	PG 29
SICK LEAVE	ARTICLE XX	PG 14-17
SPECIAL CONFERENCE	ARTICLE VII	PG 3
STRIKES	ARTICLE IV	PG 2
SUBCONTRACTING	ARTICLE X	PG 5
TERMINATION OF AGREEMENT	ARTICLE XLVIII	PG 36
TUITION REIMBURSEMENT	ARTICLE XXIX	PG 23-24
UNIFORM CLOTHING AND CLEANING	ARTICLE XXXVII	PG 29-30
VACATIONS	ARTICLE XXIV	PG 19-21
WAGES	ARTICLE XLII	PG 32-34
WORK SCHEDULING	ARTICLE XXI	PG 17-18
WORKER'S COMPENSATION	ARTICLE XXVII	PG 22

ARTICLE I
PURPOSE

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

ARTICLE 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 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 Officer's 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 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 to drop their membership in the union as they see fit. Neither party to this agreement shall exert any pressure on or discriminate against any employee with regard to such matters.

3.3: The Romulus Police Officer's Association, affiliated with the Police Officer's Association of Michigan, authorize the President and/or the members of the executive board as representatives of the union for the purpose of grievance discussion and the representation of

members when necessary in order to apply the other articles of this agreement.

ARTICLE 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 authorization allowing the deduction from each employee from whom the deductions are to be made. All dues collected by the city will be sent to the attention of the Treasurer, Police Officers Association of Michigan, 28815 West Eight Mile Road, Suite 103, Livonia, MI 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/she first becomes a member of the bargaining unit; whichever is later; shall as a condition of employment, pay to the POAM a service fee, equivalent to regular membership dues of the Association, as a contribution towards the administration of this agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) 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/her intention to pay the membership dues or service fee in accordance with this agreement.

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

ARTICLE VI REDUCTION IN WORK FORCE (LAYOFFS)

6.1: When there is a pending 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 the 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 of 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 twenty four (24) hours in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the special conference shall be confined to those matters listed on the agenda.

ARTICLE VIII
SENIORITY

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

8.2: Probationary Police Officers shall participate in the FTO program and must successfully complete all the elements of the sixteen (16) week program before being confirmed. After completion of the FTO program, probationary officers will be evaluated every month for the balance of the probationary period and upon successful completion of the full twelve (12), or fifteen (15), month period be credited with all seniority.

8.3: Seniority shall be determined first by the employee's length of service in the department. Beginning with new hires after 1 July 90, if two or more employees have the same date of hire, their respective test scores will be used to determine seniority. The employee with the highest test score will be considered to have the greater seniority. The current seniority list for employees hired prior to 1 July 90 will remain intact.

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

8.5: 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.

8.6: Employees who are promoted out of the bargaining unit shall have their bargaining unit seniority frozen after one hundred and 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 departmental seniority shall not be used for vacation selection, job assignment or shift selection.
- 2: Total departmental 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 ensure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the employer; to establish and direct the locations and methods of work, job assignments, work schedules and job descriptions; to maintain order and efficiency to determine the length of the work week; to direct the reduction of 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 the use of any outside contractors the City will discuss its intentions with the Union. In no event shall any employee who customarily performs the work in question be laid off or transferred as a direct result of work being performed by any outside contractor.

ARTICLE XI
OUTSIDE EMPLOYMENT

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

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

11.3: This does not include Romulus School District activities.

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

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

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

ARTICLE XII
DISCIPLINE PROCEDURE AND MEMBER'S RIGHTS

12.1: The Romulus Police Department will follow progressive disciplinary action including oral reprimand, written reprimand, suspension and removal from service. The tenure of an employee with the Romulus Police Department shall be kept only with good behavior and efficient service. Disciplinary action may be imposed upon any employee for failure to fulfill the employee's job responsibilities or for conduct deemed, after review, to be improper.

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

- A: Oral reprimand which is a verbal counseling or warning.
- B: Written reprimand which is usually at the level of an employee's supervisor who shall be empowered to reprimand an employee in writing for misconduct or work deficiencies. A copy of the written reprimand is to be submitted to the Association President. A written reprimand may be appealed to the Chief of Police. If a member is not satisfied with the Chief's answer, the member may file

a written response to the reprimand and it shall become a permanent part of the reprimand and be placed in the member's personnel file.

C: Upon a full investigation of allegations against an employee, the Chief may conduct a Chief's Hearing and render any disciplinary penalty including suspension or discharge. The Chief's decision will be transmitted in writing to the employee and the Association President within ten (10) working days of the completion of the hearing. A Chief's Hearing is necessary prior to suspensions or discharges, but not prior to oral or written reprimands.

12.3: In keeping with progressive discipline, with just cause, an employee may be removed from service, suspended without pay or discharged for violating the Department's policy, rules and procedures.

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

12.5: There will be no suspensions in excess of ninety (90) days. Any suspension longer than ninety (90) days will be considered a discharge.

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

12.7: 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.

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

12.9: 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 employee.

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

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

- A: The interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required.
- B: No interview shall begin until the employee has been notified that he or she has a right to have an officer of the Association present.

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

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

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

12.15: All suspended employees shall immediately surrender their badge, service weapon and departmental identification and shall not be empowered as Police Officers.

12.16: All suspension days in excess of five (5) days will be deducted from the employee's total departmental

service time for the purpose of determining an employee's seniority.

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

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

12.19: This article does not apply to employees who are on probationary status except that any probationary employee shall be granted an informal hearing before the Chief, or his designated representative, before he or she is discharged. There will be no appeal to arbitration from this Chief's informal hearing.

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 special conference has been completed. This privilege shall not interfere with vital police services.

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

ARTICLE 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 or her immediate supervisor, with or without the presence of his or her representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. If no satisfactory answer or disposition is received, the complaint shall be processed as follows;

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

STEP 3; Failing to resolve the grievance in the second step, the union representative shall within fifteen (15) calendar days of receipt of the supervisor's disposition, take up the matter with the Chief of Police. The Chief 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. A meeting will be scheduled at a mutually agreeable time, which time shall not exceed fifteen (15) calendar days from the time the union contacts the City unless a longer time is mutually agreed upon. A written

response will be provided by the City within fifteen (15) calendar days after the meeting date.

STEP 5; If the grievance is not satisfactorily adjusted in step 4, either party may, within fifteen (15) calendar days of receipt of the step 4 answer, request arbitration in writing and the other party shall be obligated to proceed with arbitration according to the rules of the Michigan Employment Relations Commission (MERC). The parties shall attempt to agree upon an impartial arbitrator. If they can not so agree within fifteen (15) calendar days of the request for arbitration, the party requesting the arbitration shall promptly thereafter file a demand for arbitration with MERC or AAA. The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement in regard to the grievance in question. His determination shall be final and binding on the parties and affected employee. The costs of the arbitrator shall be divided equally between the parties.

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

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

ARTICLE 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 he/she shall be without power or authority to make any decisions;

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

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

ARTICLE XVII
COURT TIME

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

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

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

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

ARTICLE XVIII
RECALL PAY

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

ARTICLE XIX
PERSONAL BUSINESS DAYS

19.1: Each employee shall be granted two (2) personal business days on their anniversary date. Personal business days must be approved by the employee's immediate supervisor and shall be non-cumulative. Personal business days may be used in four (4) hour blocks.

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

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

ARTICLE XX
SICK LEAVE

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

- A: Effective 1 July 1990, all employees shall have all sick leave paid off at their rate of pay in effect as of 1 July 1990. Any sick leave used between 1 July 1990 and the effective date of this contract will be deducted from their new bank of sick leave.
- B: Each employee shall be credited with three hundred and twenty (320) hours of sick leave which may be used during the term of this agreement.
- C: At the expiration of this contract, employees shall be paid for all unused sick leave, earned during the life of this contract, at a rate of one hundred (100) percent of their then hourly rate of pay, or carry their sick leave forward until a subsequent contract is agreed to by the City and the union.
- D: At the expiration of this contract, employees may elect to carry their remaining sick time earned during this agreement, forward and placed into a LTD sick leave bank. This LTD sick leave bank cannot be paid except to qualify for long term disability benefits or as provided for below.
 - 1: The LTD sick leave bank can only total 50 days and no more.
 - 2: The LTD sick leave bank will be paid off at the rate of 50% of the employee's then hourly rate of pay upon retirement or receiving a duty disability retirement and under no other circumstances.

- E: On the fifth (5th) and subsequent sick event or incident in one (1) year, the employee must bring in a doctor's slip verifying an illness or injury.
 - 1: The employee will not be allowed to work until such time as the doctor's slip is submitted. The employee shall not be paid for time lost due to not submitting the doctor's slip.
- F: The Chief of Police shall provide the rules and procedures employees must follow in using sick leave.

20.2: 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 85% of his or her then hourly rate of pay for the first forty eight (48) months of injury or illness and 67% thereafter.
- 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 benefits;
 - 1: vacation leave
 - 2: personal business leave
 - 3: unemployment compensation
 - 4: worker's compensation
 - 5: employer's contribution to the pension plan.
- D: After the LTD disability carrier has approved the employee to receive long term disability benefits, the City shall then pay the full cost of premiums for the employee's medical insurance then in effect for a period of two (2) years and then pay fifty (50%) percent of the employee's COBRA benefits for the next

eighteen (18) months if the employee so requests.

1: If the employee goes on military leave as provided for in article XXVI, all payments and benefits shall cease during the period of time the employee is on military leave.

E: The benefit shall be offset against any statutory benefits the employee may receive, including the reimbursement to the City of any judgement 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.

DUTY DISABILITY

20.3: Employees who are receiving worker's compensation benefits or duty disability benefits from MERS shall receive benefits as therein provided. Employees who the City determines are totally and permanently disabled as a result of a duty connected injury and are unable to perform any work for the Police Department shall receive the following long term benefits;

- A: The City agrees to pay in the form of supplemental benefits, an amount, (when combined with worker's compensation or MERS duty disability pension), equal to seventy (70%) percent of the employee's wages as of the date of his or her disabling injury.
- B: Employees who are in receipt of worker's compensation or MERS duty disability pension shall receive medical benefits in the same manner and under the same conditions as an employee who receives a regular retirement.
- C: If the employee redeems his or her worker's compensation benefit for a lump sum payment, then all benefits shall stop.
- D: Employees receiving worker's compensation or MERS duty disability pension payments shall not receive any benefits as provided for under the terms of this agreement except for the medical benefits outlined above.
- E: The benefit will stop upon the employee reaching age sixty five (65).

- F: Employees who earn wages in excess of one hundred percent (100%) of their annual wage rate at the time they receive a duty disability retirement shall have their supplemental pay reduced dollar for dollar effective 1 March each year on a prorated monthly/annual basis.

ARTICLE XXI
WORK SCHEDULING

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

- A: Police Officers and Dispatchers assigned to patrol shall bid for available shifts according to seniority. Bids will take place every three (3) months resulting in a work schedule posted one (1) month prior to the time period bid for.
- 1: Beginning with the initial bid after the implementation of this agreement, all employees must change shifts at least once every eighteen (18) months.
- B: The initial bid for pass days after implementation of this agreement will be by seniority. Each Saturday or Sunday bid for will result in one (1) point charged to that employee's pass day bidding record. Subsequent pass day bids will be bid from the lowest point total to the highest point total with ties broken by seniority. Points will continue to accrue until a new labor agreement is reached.
- 1: No points will be charged to employees on the overlap shift where pass days are assigned by management.
- 2: Employees transferring to patrol from a bureau will enter the system at the highest point total. Employees entering the system for the first time, or re-entering the system from LTD, will enter at the average of all total points.
- C: One (1) officer who is working dayshift will begin his/her tour of duty one (1) hour later than the normal starting time. One (1) officer who is working afternoon shift will

begin his/her tour of duty one (1) hour earlier than the normal starting time. These starting times will be bid for by seniority. If no one bids for the different starting times, the junior employee on the shift will be assigned.

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

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

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

ARTICLE XXII FUNERAL LEAVE

22.1: Employees shall be allowed up to three (3) days to attend a funeral in the event of the death of a spouse, parent, spouses 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 funeral if beyond the five hundred (500) radius. 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

sick leave or vacation leave provided that the employee furnishes the employer with a written verification of attendance at the funeral from the funeral director.

ARTICLE XXIII
HOLIDAYS

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

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

23.3: Employees who work on any day celebrated as a holiday shall be paid at straight time hourly rates for the hours worked in addition to the holiday pay.

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

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

23.6: This article shall not be retroactive.

ARTICLE XXIV
VACATIONS

24.1: Effective upon the signing of this agreement, Patrol Officers shall be entitled to vacation time with pay on the following basis;

- A: Completion of one (1) year of service; shall be granted ten (10) working days vacation per year.
- B: Completion of two (2) years of service; shall be granted thirteen (13) working days of vacation per year.

- C: Completion of five (5) years of service; shall be granted twenty (20) working days vacation per year.
- D: Completion of ten (10) years of service; shall be granted one (1) day for each additional year of service completed up to a maximum of twenty five (25) days each year.

24.2: Dispatchers shall be entitled to vacation time with pay on the following basis;

- A: Completion of one (1) year of service; shall be granted nine (9) working days of vacation per year.
- B: Completion of two (2) years of service; shall be granted fourteen (14) working days of vacation per year.
- C: Completion of five (5) years of service; shall be granted nineteen (19) working days of vacation per year.
- D: Completion of ten (10) years of service; shall be granted nineteen (19) working days plus one (1) vacation day per each additional year of service up to a maximum of twenty five (25) days per year.

24.3: Cadets shall be entitled to vacation time with pay based on the following;

- A: Completion of one (1) year of service ; shall be granted five (5) days vacation per year.
- B: Completion of two (2) years of service; shall be granted ten (10) days vacation per year.

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

- A: For any unused portion of vacation time which has been granted to the employee on an annual basis as provided above plus;
- B: The pro-rated amount of the annual vacation time earned by the employee in the period between the last anniversary of his or her termination, based on full calendar months worked by him or her during that period.

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

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

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

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

24.9: Vacation requests of forty (40) hours or more shall take preference over vacation requests of less than forty (40) hours. If no employee has requested vacation time as provided for above, an employee may request and the employer shall grant, the use of less than forty (40) hours of vacation time, provided such request is made in writing at least five (5) working days in advance of the day or days requested. If the request is submitted, the employer will not, except in the case of a departmental emergency, cause said utilization of vacation time to be denied.

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

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

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

ARTICLE XXV
MILITARY LEAVES

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

ARTICLE XXVI
HOSPITALIZATION INSURANCE

26.1: There shall be no change to the current Blue Cross/ Blue Shield Hospital-Medical Coverage, except as set forth in A through C below.

- A: The inclusion of the Blue Cross/Blue Shield Vision Plan for the employee, employee's spouse, and dependant children.
- B: The inclusion of a three dollar (\$3.00) co-pay for all prescriptions provided for under the terms of the insurance contract.
- C: Co-pay on master medical shall be \$150 for a single employee and \$300 for a married employee.

26.2: 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 XXVII
WORKER'S COMPENSATION

27.1: In the event an employee is injured in the performance of their duties whether on or off duty, and are covered by the applicable worker's compensation laws, the employee will be paid the difference between worker's 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 XXVIII
PENSION BENEFITS

28.1: All employees shall belong to either the Michigan Employees Retirement System (MERS) (28.2), or the City pension plan (28.3). All new employees must join the MERS

pension plan and those employees who have elected to remain with the City plan are not allowed to transfer to the MERS plan.

28.2: All present employees who have elected the MERS plan and those employees who will be covered by the MERS plan upon being employed by the City, shall receive the following level of benefits and be subjected to the contribution levels as set forth below.

A: All employees who are covered by the MERS plan shall receive those retirement benefits provided for in PLAN B-2 with F-50 (25). The employee shall contribute, by the way of pre-tax payroll deductions, the first 2.5% of their base wage as contributions to the MERS plan. The City shall contribute the balance of the necessary amount to fund the plan.

28.3: For those employees who have elected to remain with the City's pension plan, the regulations established by the City's pension committee shall apply, except as modified below.

- A: Employees shall be vested in the pension system after ninety six (96) months of continuous service.
- B: Normal retirement age shall be 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.
- C: All employees of the bargaining unit who have elected to be covered by the City's plan, shall contribute, by way of pre-tax payroll deductions, 2.5% of their base wage to their retirement account. The City shall contribute 7.5% to the employee's account.

ARTICLE XXIX
TUITION REIMBURSEMENT

29.1: The City will reimburse the employee for one hundred percent (100%) of the tuition cost for all classes required for an associates degree and fifty percent (50%) of all tuition costs incurred by the employee in receiving a degree higher than an associates degree, providing 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 of the college or university as a prerequisite to a two or four year degree. All classes taken to complete an associate's degree must be taken at a Community College.
- 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.
- F: If the employee so desires, the employee may request that his or her tuition be paid prior to the commencement of the school semester. The employee must, upon completion of the course, provide proof that the employee had received a grade of "C" or higher.
- G: In the event the employee does not receive a grade of "C" or higher, the employee shall be required to reimburse the City for the cost of the tuition so advanced. In the event the employee refuses to reimburse the City for said tuition advancement, the City shall be allowed to deduct, by way of payroll deduction, an amount of not more than fifty dollars (\$50.00) per week from the employee's regular paycheck in order that the City may be reimbursed for said tuition advancement.

ARTICLE XXX
LEGAL COUNSEL AND LIABILITY INSURANCE

30.1: 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 good faith performance of his or her duties.

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

ARTICLE XXXI
PATROL VEHICLE ASSIGNMENTS

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

31.2: Traffic and other special assignment units will be one (1) man units and will not be counted into shift staffing levels.

31.3: The shift staffing requirements will be as follows. The Chief, in his sole discretion, reserves the right to increase the staffing levels to address unusual or special situations.

- A: Day Shift: three (3) Officers
- B: Afternoon Shift: six (6) Officers
- C: Midnight Shift: six (6) Officers
- D: Overlap Shift: two (2) Officers

- 1: The Overlap Shift will be separate from the Midnight and Afternoon Shifts. The normal hours will be from 7pm till 3am however, the hours may be adjusted to start at 6pm till 2am or 8pm till 4am.
- 2: When two (2) Officers report for duty on the Overlap shift, they will be assigned as a two (2) man unit.
- 3: When only one (1) Officer reports for duty on the Overlap shift, an Officer from the existing Afternoon shift and then one from the existing Midnight shift, will be assigned with the Overlap Officer to form a two (2) man unit.
- 4: If no Officers report for the Overlap shift, then there will not be an Overlap shift for that day. However, one (1), two (2) man unit will be formed from the existing afternoon shift, beginning at the normal starting time for an overlap shift, and ending at the normal afternoon shift ending time.

ARTICLE XXXII
POLICE RESERVES

32.1: Police Reserves will not be assigned duties normally performed by members of the Association, or be used to circumvent the holiday or overtime provisions of this agreement.

32.2: Police Reserves may be assigned to patrol in vehicles manned by two (2) Police Officers.

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

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

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

32.6: The Police Reserves may utilize regular patrol vehicles, marked with magnetic signs to identify the vehicle is being used by Police Reserves, while on patrol.

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

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

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

ARTICLE XXXIII
OVERTIME ASSIGNMENTS

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

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

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

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

33.5: Overtime assignments requiring special skills, or specially assigned employees, will be offered to qualified employees and need not be equalized.

33.6: There is no obligation for the Department to distribute overtime within a specific range or spread, and no grievance will exist regarding any range or spread. However, the Department will attempt to distribute overtime as fairly as possible.

ARTICLE XXXIV
JOB ASSIGNMENTS

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

- A: Ability and experience to do the job.
- B: Past work record and most recent evaluation.
- C: Supervisor recommendation.
- D: Cooperation with fellow Officers.
- E: Seniority of requesting Officer.

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

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

34.4: Job assignments to a Special Assignment are defined as employees assigned to S.I.U., Western Wayne County Auto Theft, D.R.A.N.O., and D.E.A.

- A: Assignments to a special assignment is voluntary and an employee can resign at any time with sixty (60) days written notice to the Chief.
- B: Assignment to a special assignment shall be a maximum of two (2) years resulting in a return to uniform for a minimum of one (1) year.
- C: Any assignment involving narcotics investigations shall have drug screening done at Department expense upon entry into the assignment, six (6) months into the assignment, and leaving the assignment.
- D: Any compensatory time earned in the assignment shall be used prior to leaving the assignment.
- E: Articles contained in this agreement pertaining to overtime, overtime assignments, court time, pass days, recall pay, shift assignments, and shift differential shall not strictly apply to these assignments.

ARTICLE XXXV
PROMOTIONS

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

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

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

- City of Romulus/POAM 1 July 20, 2001
- A: Employees must take a written test to qualify for the assessment center and pass the written test with a score of seventy (70%) percent or higher.
 - B: The Police Officers with the three (3) highest scores on the written test will be eligible to take the assessment center.
 - 1: The City and Union will agree on the assessment center to be used. It must be from the State of Michigan. If no agreement can reach, the President of the Command Officer's Association will break the deadlock.
 - C: The assessment center will count as one hundred percent (100%) resulting with a ranking of candidates as 1, 2 and 3.

35.4: Promotions within the bargaining unit and to the rank of Police Sergeant will be made from among the qualified employees within the bargaining unit. A promotional eligibility list for Police Sergeant shall be created when a vacancy occurs and remain in existence for two (2) years from the date it was established. If the employer decides to fill a vacancy it shall be done at the time the vacancy occurs. If no promotional eligibility list for Police Sergeant exists at the time a vacancy is to be filled, one will be established as soon as practicable.

ARTICLE XXXVI
SHIFT DIFFERENTIAL

36.1: Shift differential shall be paid to all employees who begin work between 2:00pm and 5:59am. The shift premium shall be thirty cents (.30c) per hour and paid to an employee in addition to his or her rate of pay for actual hours worked.

36.2: The shift differential of thirty cents (.30c) will be added to the base rate of pay prior to figuring the overtime rate of pay for qualified hours.

ARTICLE XXXVII
UNIFORM CLOTHING AND CLEANING

37.1: Employees will receive a separate check once per year, in October, to be used for purchase, cleaning and maintenance of uniforms. The amounts to be issued will be as follows;

A: Police Officers

1:	1st year	\$300.00
2:	2nd year	\$400.00
3:	3rd and subsequent years	\$500.00

B: Dispatchers will receive \$300.00 per year.

C: Cadets will receive \$100.00 per year.

D: The City will take out Social Security tax only from the check.

37.2: New hires will qualify for a \$300.00 clothing allowance check the second year of employment on a pro-rated basis.

37.3: When figuring the retroactive portion of this article, employees will be charged with amounts used thus far.

37.4: Enforcement of the Department policy and procedure relating to uniform dress code remains the same as it is at the present time.

ARTICLE XXXVIII
LUNCH PERIOD

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

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

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

C: Under no conditions shall an employee use the lunch period in conjunction with authorized time off, or to complete their scheduled work period.

D: Employees will take their lunch periods within the City limits unless otherwise authorized by their supervisor.

ARTICLE XXXIX
DEPARTMENT FILES

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

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

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

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

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

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

ARTICLE XL
HEALTH AND SAFETY .

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

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

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

ARTICLE XLI
MISCELLANEOUS ITEMS

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

41.2: Whenever possible seniority will be the deciding factor when assigning equipment or vehicles.

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

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

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

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

ARTICLE XLII
WAGES

42.1:	Police Officers will receive the following wages;			
	Start	1 Year	2 Years	3 Years
7/1/90	\$24,876.80	\$28,121.60	\$30,825.60	\$33,529.60
7/1/91	25,871.87	29,246.46	32,058.62	34,870.70
7/1/92	26,906.75	30,416.32	33,340.97	36,265.62
7/1/93	27,983.02	31,632.98	34,674.61	37,716.24

42.2: A Senior Police Officer will receive an additional 2% of his or her base wage, in a separate check, for the first year qualified as a Senior Police Officer. For the second and subsequent years they will receive 3% in a

separate check each year qualified as a Senior Police Officer. The City will take out Social Security tax from the check.

42.3: Dispatchers will receive the following wages;

	Start	1 Year
7/1/90	\$22,527.56	\$23,849.28
7/1/91	23,428.67	24,803.25
7/1/92	24,365.81	25,795.38
7/1/93	25,340.45	26,827.20

42.4: A Senior Dispatcher will receive an additional 2% of his or her base wage, in a separate check, for the first year qualified as a Senior Dispatcher. For the second and subsequent years they will receive 3% in a separate check each year qualified as a Senior Dispatcher. The City will take out Social Security tax from the check.

42.5: Cadets without an Associates Degree will receive the following wages;

	Start	1 Year	2 Years	3 Years
<u>07-01-90</u>	\$16,764.800	\$17,612.400	\$18,504.720	\$20,012.720

The 1 year, 2 year and 3 year step raises will be awarded on the Cadets anniversary date.

See next page (33A) for 1991 thru 1993 wages for cadets.

42.6: Cadets with an Associates Degree will receive the following wages;

	Start	1 Year	2 Years	3 Years
<u>07-01-90</u>	\$18,599.360	\$20,012.720	\$20,612.800	\$21,869.120

The 1 year, 2 year and 3 year step raises will be awarded on the Cadets anniversary date.

42.7: Wages are retroactive to 1 July 1990 on all hours compensated.

42.8: A Senior Police Officer is defined as a sworn officer who has eight (8) years of continuous service with the Romulus Police Department by 1 January of the year qualifying for and has no disciplinary suspensions in the previous two (2) years. A Senior Dispatcher must have five (5) years of continuous service and meet all the other criteria above.

A: Officers, and Dispatchers, who qualify for the Senior Police Officer, and Dispatcher,

1991 thru 1993 Wages for Cadets

CADETS WITHOUT AN ASSOCIATES DEGREE

	Start	1 year	2 Years	3 Years
07-01-91	\$17,435.392	\$18,316.896	\$19,244.909	\$20,813.229
07-01-92	\$18,132.808	\$19,049.572	\$20,014.705	\$21,645.758
07-01-93	\$18,858.120	\$19,811.555	\$20,815.293	\$22,511.588

CADETS WITH AN ASSOCIATES DEGREE

07-01-91	\$19,343.334	\$20,813.229	\$21,437.312	\$22,743.885
07-01-92	\$20,117.068	\$21,645.758	\$22,294.804	\$23,653.640
07-01-93	\$20,921.750	\$22,511.588	\$23,186.597	\$24,599.786

status will be paid at a premium rate of pay as designated in the above wage schedule.

B: Officers must pass the Department's Senior Officer Selection Written Test with a score of seventy (70%) or better on an annual basis to maintain their status and rate of pay. The written test will cover criminal law, city ordinances, search and seizure, human relationship skills, policy, rules and procedures of the Romulus Police Department.

1: The same applies to Dispatchers except their test will encompass dispatch procedures, LEIN procedures, human relationship skills, policy, rules and procedures of the Romulus Police and Fire Departments.

C: The Department will compile a list of employees meeting all criteria after the testing each year. The testing will be held in the month of January. The list will then be forwarded to the Personnel Department for action.

ARTICLE XLIII
PROFICIENCY TESTING

43.1: PHYSICAL PROFICIENCY: All Police Officers must take a Physical Proficiency test once per year which will be reasonably graduated for age and sex. Upon successful completion of all aspects of the test officers will receive a check for \$300.00. The City will deduct Social Security tax from the check.

43.2: WEAPONS PROFICIENCY: Officers will participate in two (2), eight (8) hour training days per year. The training will be done at straight time. It will consist of weapon training in the use of handguns, shotguns, etc. There will be both range and classroom instruction. Officers will be notified thirty (30) days in advance of the training dates and must attend complete sessions.

A: If the officer qualifies they will receive a separate check for \$365.00 the first pay week in November. The City will take out Social Security tax from the check.

1: This section shall not be retroactive. For the first year (1991) the weapon's proficiency bonus will be \$150.00.

- B: The officer will be given two (2) chances to qualify with their weapon on these dates. If the officer does not qualify, they will not be eligible for the compensation. The course of fire shall be consistent with what is fired throughout the year.

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

ARTICLE XLIV
LIFE INSURANCE

44.1 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 XLV
DRUG TESTING

45.1: All employees shall comply with the Department's policies, rules and procedures on mandatory, random drug testing as negotiated between the parties.

ARTICLE XLVI
CADETS

46.1: Cadets are on permanent probation and will be evaluated according to Department policy. A probationary Cadet may have his employment terminated at any time. The Chief shall give the employee a written notice of termination; the reasons for said termination need not be stated.

46.2: As a condition of continued employment, all Cadets shall receive an associate's degree in an approved criminal justice field within forty two (42) months of employment. If a Cadet does not receive such a degree during this time, the inability to obtain the degree will be just cause for termination.

- A: The degree will be obtained during off duty hours and no compensation will be paid for attending classes.

- B: The City will pay the cost for tuition if the Cadet receives a grade of "C" or higher. The class must be in the criminal justice field or necessary to complete the degree.
- C: All classes must be approved by the Chief of Police or his designee prior to the Cadet attending the class.
- D: The Department will assign the Cadets on shifts which will accommodate their school schedule whenever possible.

46.3: Cadets will attend the Police Academy, while still on probation, at Cadet rate of pay. When promoted to Police Officer, all benefits earned while a Cadet, will be paid off to the date of promotion as a Police Officer. Seniority will carry forward for the pension purposes only.

46.4: Cadets who are appointed as Police Officers after successfully completing the academy, will be on probation for one (1) year from their date of being sworn in as a Police Officer and must complete the F.T.O. program successfully.

46.5: Before being promoted to Police Officer, Cadets must take a written examination, oral interview, psychological evaluation and physical. Any employee not successfully passing all elements of the testing shall be dismissed from the department. This rule applies to all Cadets hired after 1 July 1990. Cadets hired prior to that date are grandfathered in.

ARTICLE XLVII SAVINGS CLAUSE

47.1: 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 XLVIII TERMINATION OF AGREEMENT

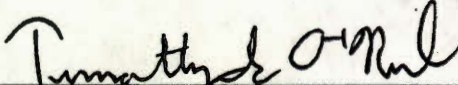
48.1: This agreement shall be in full force and effect from 1 July 1990 to and including 30 June 1994 and shall continue in full force and effect until such time as a new labor agreement, or award, takes effect.

City of Romulus/POAM 1 July 90/30 June 94

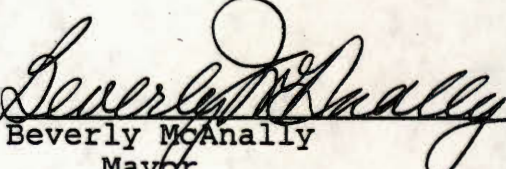
In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 26 day of Sept, 1991.

ROMULUS POLICE OFFICER'S
ASSOCIATION

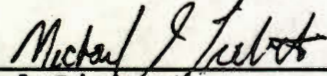
CITY OF ROMULUS



Timothy Oneil
President



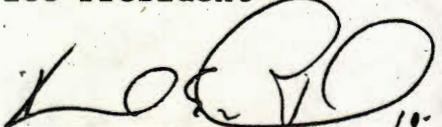
Beverly McAnally
Mayor




Michael Liebert
Vice President



Fred N. Dansby
Chief of Police



Kenneth Grabowski
Police Officer's Association
Of Michigan
Business Agent



Marilyn Radford
Personnel Director

FACT SHEET FOR POAM CONTRACT 90/94

BENEFITS FOR THE UNION

1: RECALL PAY

ref; Article XVIII page 13

Raised minimum guaranteed hours from two (2) to four (4).

2: SICK LEAVE

ref; Article XX (20.1 C) page 14

Pay off of unused sick leave raised from fifty (50%) to one hundred (100%) percent at expiration of this contract.

3: HOLIDAYS

ref; Article XXIII (23.1 thru 23.5) page 18

Added Martin Luther King's birthday as a holiday from a previous arbitration award.

Increases holiday pay to eight hours of straight time instead of four hours of overtime.

Allows employees the option of taking the holiday off without extra pay if it will not affect manpower or cause overtime.

4: SHIFT DIFFERENTIAL

ref; Article XXXVI (36.2) page 29

States; "Shift Differential of thirty cents (30c) will be added to the base rate of pay prior to figuring the overtime rate of pay for qualified hours.

5: UNIFORM CLOTHING AND CLEANING

ref; Article XXXVII (37.1 A) page 30

Raises clothing allowance from current \$300.00 to \$500.00 over a three year period.

6: WAGES

ref; Article XLII starting on page 32

All classifications get a 4% raise per year for four years.

An employee who meets the minimum qualifications will receive a 2% to 3% "bonus" for each year they qualify.

7: PROFICIENCY TESTING

ref; Article XLIII page 34

If an officer passes the physical test they will receive a check for \$300.00.

If an officer qualifies with their weapon twice per year, they will receive a check for \$365.00.

FACT SHEET FOR POAM CONTRACT 90/94

BENEFITS FOR THE DEPARTMENT

1: REPRESENTATION

ref; Article III (3.3) page 1

Prior to this contract the only authorized representative of the union was the president. Now it has been changed to include the executive board.

2: SPECIAL CONFERENCES

ref; Article VII (7.2) page 3

Prior to this contract a special conference between the parties could only be scheduled with ten (10) days notice. Now it is changed to twenty four (24) hours notice.

3: SENIORITY

ref; Article VIII (8.1 thru 8.3) page 4

Establishes that all newly hired Police Officers will be on a probation period of twelve (12) months if they are certified when hired and fifteen (15) months if sent through the academy. This ensures that at the completion of the academy they still have a full year of probation.

Establishes by contract the FTO program and requires successful completion of the program.

Establishes new practice of using test scores to break ties in seniority instead of using social security numbers.

Establishes by contract that total seniority can not be used for vacation selections, job assignments, or shift selections.

4: OUTSIDE EMPLOYMENT

ref; Article XII (11.2) page 6

Prohibits jobs such as working court officer duties and serving papers for the court. Jobs such as this have caused problems in the past where officers have called in sick, causing overtime, because of outside employment.

5: GRIEVANCE PROCEDURE

ref; Article XIV (14.2 B) page 11

In the old contract if management failed to answer a grievance in the stated time period, the grievance was automatically forfeited in favor of the union. This contract states that if the grievance is not answered by management in the time periods it is automatically moved up to the next step.

6: RECALL PAY

ref; Article XIX (18.1) page 13

The department can now require by contract that an employee who is called back to duty, work all the hours they are getting paid for.

7: SICK LEAVE

ref; Article XX (20.1) page 14

Establishes following language; "If an officer uses more than four (4) sick days per year he or she must bring in a doctor's slip verifying an illness or injury for any additional sick days used. If an officer does not provide a doctor's excuse, that day will be considered an unexcused absence and the employee will forfeit a vacation day."

8: WORK SCHEDULING

ref; Article XXI (21.1 thru 21.3) pages 17 & 18

Establishes that all officers must change shifts at least once every 18 months instead of current practice of staying on a shift forever and becoming stagnate.

Establishes practice of management being able to adjust shifts and schedules of non-patrol positions such as DARE and juvenile officers according to the needs of the department.

Establishes by contract that management can change passdays and shifts for training with two (2) weeks notice.

9: HOLIDAYS

ref; Article XXIII (24.3) page 19

States that "An employee taking a sick leave day in the same pay week as a holiday will not receive holiday pay."

10: HOSPITALIZATION INSURANCE

ref; Article XXVI (26.1) page 22

Establishes \$3.00 co-pay on prescriptions and raises the co-pay on master medical insurance which reduces the city's cost on premiums.

11: TUITION REIMBURSEMENT

ref; Article XXIX (29.1 B) page 23

States, "All classes taken to complete an associates degree must be taken at a community college." This will cut the cost of reimbursement to the city.

12: PATROL VEHICLE ASSIGNMENTS

ref; Article XXXI page 25

This contract breaks the long standing practice of having two man patrol units after dark. There is now a combination of two and one man cars. This will increase the number of patrol units on afternoon and midnight shifts.

This contract also gives management the right to adjust starting times on the overlap shift to meet the needs of the department which is something we can not do now.

13: POLICE RESERVES

ref; Article XXXII (32.4 & 32.6) page 26

Increases the duties that may be assigned to Police Reserves and states that reserves may utilize regular patrol cars marked with magnetic signs instead of having a car that is painted differently and that is not able to be used by sworn officers.

14: OVERTIME ASSIGNMENTS

ref; Article XXXIII (33.2 & 33.6) page 27

Establishes that employees may not work longer than twelve (12) hours per day or more than two (2) consecutive twelve (12) hour days.

Deletes the requirement and potential for grievances if overtime is not distributed in a specified range.

15: JOB ASSIGNMENTS

ref; Article XXXIV (34.4) page 28

Clearly defines time limits on assignments to DRANO, Auto Theft, SIU, and DEA. Also states that specific contract articles do not apply to these assignments to lessen the chances of grievances.

16: PROMOTIONS

ref; Article XXXV pages 28 and 29

Establishes the use of assessment centers for the promotional process.

17: UNIFORM CLOTHING AND CLEANING

ref; Article XXXVII page 29

Replaces current "voucher" system, which requires a tremendous amount of paperwork and book-keeping, with a check issued to the individual employee.

18: SENIOR POLICE OFFICER AND SENIOR DISPATCHER

ref; Article XLII (42.8) page 33

Establishes the classifications of Senior Police Officer and Dispatcher when a member meets the criteria including a written proficiency test covering criminal law, search and seizure, policy, rules and procedures, human relationship skills and city ordinances.

19: PROFICIENCY TESTING

ref; Article XLIII page 34 and 35

Officers must now take a physical and a weapons proficiency test once per year. The contract also requires that officers with special skills such as evidence technician training, accident investigation

training, etc must keep those skills sharp and attend all training deemed necessary by the department.

20: DRUG TESTING

ref; Article XLIV page 35

Establishes a mandatory random drug testing program for all members of the bargaining unit.

21: CADETS

ref; Article XLV pages 35 and 36

Cadets will now be on permanent probation and required to complete their associates degree within forty two (42) months instead of sixty (60) months. Also states that Cadets will attend the academy at a Cadet's rate of pay and while on probation.

Further that they must pass a written test, oral interview, physical and psychological evaluations prior to being promoted to a police officer.