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6/30/98



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# CONTRACT

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BETWEEN THE

**MONROE PATROLMEN'S  
ASSOCIATION**

AND

**CITY OF MONROE,  
MICHIGAN**

**JULY 1, 1995 TO JUNE 30, 1998**

*Monroe, City of*



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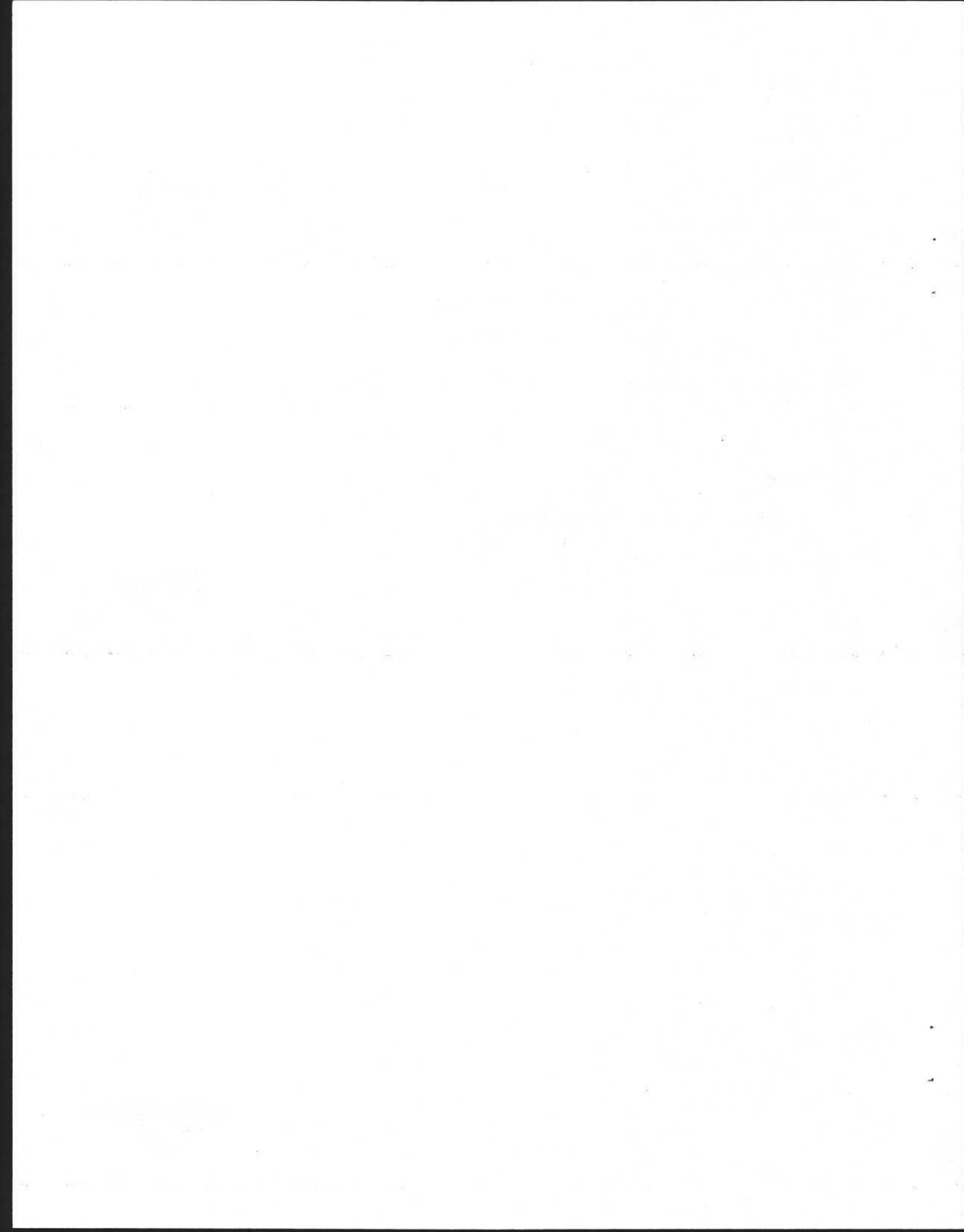
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## AGREEMENT

This Agreement entered into this 1st day of July, 1995, by and between the City of Monroe, a municipal corporation, hereinafter referred to as the "City" and the Monroe Patrolmen's Association, hereinafter referred to as the "Association".

**PURPOSE AND INTENT:** The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the City and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as is provided by law.

## ARTICLE I

### RECOGNITION AND DEFINITIONS

**Section 1:** The City hereby recognizes the POLICE OFFICER'S LABOR COUNCIL as representative of the MONROE PATROLMEN'S ASSOCIATION as the sole and exclusive bargaining representative of all non-civilian employees below the rank of Sergeant of the City of Monroe Police Department for the purposes of collective bargaining in respect to rates of pay, hours of employment and other terms and conditions of employment as defined in Act 379 of the Public Acts of 1965.

**Section 2:** The City agrees not to negotiate with any organization other than the Labor Council/Association concerning wages, hours and other terms and conditions of employment of members of the bargaining unit for the duration of this Agreement.

**Section 3:** The term "Employee" or "Officer" when used hereinafter shall include all male and female employees represented by the Labor Council/Association in the bargaining unit as above defined.

**Section 4:** For purpose of this Agreement the term "Provisional Patrolmen" shall refer to those Patrolmen who are still in the Police Academy or initial training provided them upon commencement of employment with the Monroe Police Department.

**Section 5:** The term "Probationary Patrolmen" shall refer to those employees covered hereunder from the first date of hire. The probationary period under this contract shall be deemed to be one (1) year commencing with the date of hire. It is further agreed and understood that after the completion of six (6) months following the initial required statutory training any employee in this Section who has a dispute which is covered by Article XV, the Grievance



Procedure Article, of this contract, may make use of or partake in the grievance procedure as though he were a confirmed employee.

Training of probationary employees shall include but not be limited to evaluation and observation by Patrol Officers as well as Command Officers. Final review of probationary Officers shall consist of a board of Officers to include at least one (1) Patrolman who has been involved in the training evaluation and observation of probationary employees.

## ARTICLE II

### CHECK-OFF OF MEMBERSHIP DUES AND AGENCY SHOP

**Section 1:** All employees hired on or after July 1, 1971, as a condition of continued employment by the City of Monroe shall either:

A. Sign and deliver to the City an assignment authorizing deduction of membership dues of the Association within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later, or

B. Cause to be paid to the Association a representation fee equivalent to the dues of the Association by authorizing the deduction of such in writing within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later, or

C. Cause to be paid directly to the Association said representation fee within thirty (30) days of the first day of employment or within thirty (30) days of the date of this Agreement, whichever is later.

In the event that any employee shall fail to comply with either of the three (3) preceding sub-paragraphs, the City, upon receiving a signed statement from the Association indicating the employee has failed to comply therewith, shall immediately notify said employee his services shall be discontinued within thirty (30) days from the date of said notice. The refusal of any employee to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

**Section 2:** The City shall forward to the Association all dues and representation fees

deducted from employees pursuant to the authorization within thirty (30) days after such deductions have been made, together with a list of names of those employees for whom the deductions have been made.

**Section 3:** Hospital, medical and life insurance benefits shall become effective the 91st day of hire. Other benefits set forth herein shall become effective on the date provisional Patrolmen successfully complete the required number of hours established by State law for training Police Officers or at such time as is provided in other Articles in the Agreement which pertain to those benefits were provided prior to the effective date of this Agreement, whichever is sooner.

### ARTICLE III

#### MANAGEMENTS RIGHTS

##### Section 1:

A. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the rights to decide the number and location of plants, work stations, etc., work to be performed within the unit, the right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees.

B. It is specifically recognized that the City, as Employer, has the right to schedule the hours of work of the employees. However, it is further agreed that the City shall publish a schedule of regular shifts at least six (6) weeks in advance of the shift assignment. Such publication to be posted upon the bulletin board of the Association or other official means of notice used by the Department.

Section 2: It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and

other express provisions of this Agreement as herein set forth. The City acknowledges and recognizes its responsibility and obligation to discharge the above mentioned responsibilities specifically including but not limited to the allocation of overtime in a fair and equitable manner as regards all employees included under this Agreement.

**Section 3:** It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively in the City. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and/or classifications, provided that any employee who is laid off or involuntarily transferred shall be reassigned to his prior position when such position is next filled.

**Section 4:** The City shall make reasonable provisions for the safety and health of all its employees during the hours of employment. The City shall specifically provide safe places and conditions of employment, and specifically including the providing of safe and adequately maintained vehicles for the utilization of the employees herein. The Association and the City agree that they will cooperate in encouraging the employees to observe safety and health standards.

**Section 5:** The City shall not, except in an emergency, assign one-man foot patrols to any district or ward unless the foot patrol is provided with an operating two-way communication device by which he can contact the Department's command post and/or other vehicles.

**Section 6:** It is agreed that the foregoing sections are subject to all other provisions of the Agreement which limit or qualify the foregoing, and that the foregoing rights and

prerogatives of the City shall not be exercised in a manner violative of any provision of this Agreement.

## ARTICLE IV

### GENERAL

**Section 1:** Bulletin Boards - The City agrees to furnish a bulletin board of reasonable size for the use of the Association. The bulletin board shall be available in an area of general access to employees covered by this Agreement. The Association agrees to maintain said bulletin board in a state of good repair and neat. The bulletin board is to be used only for notices of Association meetings, Association elections and results and social functions in connection with the Association. The Association shall designate a person who shall be responsible for all notices posted on the bulletin board. Association notices, as specified above, may not be posted in any other location except as permitted by the City. In no event shall a notice of a derogatory, defamatory or political nature be posted on the bulletin board.

**Section 2:** The City will grant permission to the Association to use City facilities to hold its meetings, if it should so desire. No Officer who is on duty shall attend such meetings without the approval of the Shift Commander. The four (4) Officers of the Monroe Patrolmen's Association that make up the Executive Board shall be allowed to attend this meeting. The Association will inform the Chief of Police and the City's Director of Personnel and Labor Relations of the members of the Executive Board.

**Section 3:** The Police Department will be provided with a current and/or up to date copy of the City Charter and all appropriate code provisions.

**Section 4:** It is specifically agreed that a member of the Association shall have the right to have representation, if he chooses, of the Association on any occasion in which the Chief or any supervisor calls the member in for a conference which in any way or manner is or may

refer to his performance of his professional duty.

**Section 5: Union Time**

A. There shall be no diminution of income to employees or members of the Association who are required to be present by the Association for contract negotiations between the City and the Association.

B. Meetings agreed to by the parties for the purpose of contract administration, grievance administration and communications shall be compensated for at straight time hourly rates for those Officers who are required to attend at times other than during their regularly scheduled shift.

C. The Association and the City of Monroe agree to name negotiators and mutually agree on the number of members for each negotiating time.

**Section 6:** The City of Monroe agrees to provide first-aid kits for all police vehicles and additional equipment to include, but not be limited to, one hundred (100) feet of rope, a life jacket, pry bar and other necessary equipment for Police Officers to perform emergency rescue functions. This equipment shall be provided for each patrol car.

**Section 7:** The parties acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term; subject only to a desire by both parties to mutually agree to amend or supplement at any time.



**Section 8:**

A. The Employer subject to budget limitations and with the approval of the Chief of Police shall pay enrollment costs to all Officers desiring to attend seminars on police related matters.

B. Any officer required to attend seminars, schooling or training by the department shall suffer no diminution or loss of pay or benefits for said attendance, and in addition, thereto, shall be compensated for registration fees, reasonable expenses and travel to and from the police station. Officers who attend on a voluntary basis shall also be entitled to the above with the exception of travel time.

**Section 9:** It is specifically understood and agreed that the one (1) year probationary period referred to herein commences on the date of hire.

**Section 10: Seniority**

Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department of the City of Monroe. Employees shall not attain Department seniority until completion of the required initial probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

**Section 11: Lay Off**

If for any reasons of economy, it shall be deemed necessary by the City to reduce the number of sworn members of the Police Department, then the City shall follow the following procedure:

Lay-offs shall be accomplished by suspending in numerical order commencing with the

last sworn employee appointed to the Police Department until such reductions shall have been accomplished.

Further, if the Police Department shall again increase its strength or an opening becomes available due to retirement, death, etc., Police Officers suspended (laid-off) last under the terms of this Article shall be first reinstated before any new appointments to the Police Department shall be made. The City will give two (2) weeks notice to the employee at his last known address regarding reinstatement to the Police Department.

The employee must make known his desire to return to the Police Department within three (3) days of notification. Application of the above time limits can be waived or extended due to extenuating circumstances.

**Section 12: Off Duty Requirements**

It is recognized that employees are not required to carry a weapon while not on duty.

**Section 13: Leave of Absence**

In addition to other leaves of absence previously mentioned in this contract, an employee (Officer) desiring a leave of absence without pay from his employment (assignment) must secure written permission from the Chief of Police. The initial leave of absence without pay from his employment (assignment) must secure written permission from the Chief of Police. The initial leave of absence shall be for thirty (30) days and may be extended in thirty (30) day increments to a maximum of ninety (90) consecutive days. Permission for extension must be secured from the Chief of Police. If conditions persist so that an employee needs a further extension, he/she must request it in writing to the Chief of Police for review and approval. All written requests shall be forwarded by the Chief of Police to the Personnel Department. It is understood that

during the period of absence, an employee should not be engaged in work which would result in a salary greater than what he was earning prior to the time of such leave or for the purpose of Police related employment. Any leave of absence taken shall not be considered as time worked for in accruing such credits as vacation, sick leave, holiday pay or longevity. Failure to comply with this provision may result in the complete loss of seniority rights for the employee involved.

**Section 14: Tuition Reimbursement**

Employees covered by this Agreement are eligible for Tuition Reimbursement as outlined below. All previous tuition reimbursement programs, forms and conditions as outlined below. All previous tuition reimbursement programs, forms and conditions will be null and void upon the ratification of the Agreement between the parties.

**A. Off-the-job Training**

Employees who desire to pursue education during non-working hours, the following procedures shall apply:

1. The employee must obtain approval from the Department Head and Personnel Director or his designee will in advance of enrollment in classes, i.e., school. A written request detailing courses or subject areas shall be accompanied by the signed tuition reimbursement agreement form. Upon approval of the curriculum or course of study, notification will be sent to the employee.
2. Education must be obtained at an approved or accredited college, university, secondary school, business institute or school.
3. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:

- a. Undergraduate level - A or B = 100%; C = 90%; D or below, including drop or withdrawal = no reimbursement.
- b. Graduate level - A = 100%; B = 90%; C or below = no reimbursement.

4. Upon completion of the course or semester, the employee shall then submit an original or copy of his official grad(s) along with his tuition receipt of payment to the Personnel Department. The Personnel Department will then process the request and the employee will receive reimbursement. In order to receive reimbursement, an employee must complete the class or semester and submit a passing grade. No reimbursement shall be made for withdrawal or dropped classes previously approved.

**B.** It is mutually understood and agreed that any employee who voluntarily leaves City employ to take a new position elsewhere shall re-pay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment. (This language in Item B is the basis for the tuition reimbursement form being signed by the employee.)

**C.** Seminars - Work related are covered in Section 8 of this Article.

**Section 15: Foot Patrol**

Shift Commanders shall be expected to take into account the need for the assignment, duration and wind chill factor below 0-F (National Weather Service), when assigning foot patrols during severe cold weather.

**ARTICLE V**  
**HOURS OF WORK**

This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay.

**Section 1:** The City shall have the sole and exclusive right to establish the hours of work and to assign personnel as required and necessary to fulfill the duties and obligations of the City of Monroe. The City shall assign and publish a schedule of regular work shifts at least six (6) weeks in advance of the effective date of said shifts. Overtime shall be distributed in a fair and equitable manner as set forth anywhere in this Agreement.

**Section 2:** Personnel will be permitted to exchange days off and shift assignments for two consecutive days or less in duration providing such exchanges do not interfere or conflict with normal operations of the Department and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Chief of Police or his authorized representative. In the event an officer fails to appear for a trade he/she shall not be allowed to engage in any other trades for a period of six months.

**Section 3:** It shall be the obligation of the Chief of Police or his designee to prepare a duty roster and work schedule for each month at least six (6) weeks in advance. Except for emergencies, no employee will be required to work on a scheduled day off. Additional personnel normally will be obtained on a voluntary basis only.

**Section 4:** Nothing contained in this Article shall be construed so as to inhibit the Chief of Police from making such orders as are necessary to insure adequate shift strength.

**Section 5:** The payment of overtime shall be made in accordance with the following provisions:

- A. Overtime shall be paid at the rate of one and one-half (1 ½) of the officer's current hourly rate for time worked in excess of eight (8) hours per day or forty (40) hours per week.
  - B. Overtime will be computed on the basis of the Fair Labor Standards Act which designates eight (8) minutes as a quarter of an hour.
  - C. Overtime will be distributed as equitably as possible, taking into consideration the separate and distinct divisions. Distribution will be made on the basis of overtime accumulation and the seniority of the employee.
  - D. The following are the separate and distinct divisions that presently exist in the Monroe Police Department.
    - 1. Uniform Division
    - 2. Investigative Division
      - A. Vice
    - 3. Juvenile Division
    - 4. Traffic and Safety
    - 5. Court Officer
1. Officer's assigned to a Division listed above for a period greater than ninety (90) days, shall not be entitled to overtime in the Uniform Division unless no Uniform Division Officers are

available to work the overtime.

2. Officers assigned to a Division for a period less than ninety (90) days shall maintain overtime status in the uniform Division.
3. When an officer assigned for ninety (90) days or more returns to regular uniform Division and operations he shall be given an average of the total divisions overtime accumulation.
4. Members of a distinct Division may be utilized in the Uniform Division for reasons of emergency or under strength. When this happens overtime accumulation would continue with the respective divisions.

E. The Uniform Division is defined as Police Officers working the regular shift schedule on a seven (7) day basis.

1. The Police Department shall keep overtime records showing overtime worked and overtime refused. The sum of the overtime worked and overtime refused shall be used in determining the employee with the least hours. The employee registered with the least number of overtime hours in that Division will be called first, and so on down the list in an attempt to equalize the overtime hours.
2. Additionally the following hours will not be counted toward equalization:
  - A. Court time

- B. Holiday work as a regular schedule
  - C. Seeking authorizations, swearing to breathalyser refusals
  - D. Training (straight time)
3. To be charged for overtime hours not worked, officers shall be contacted for such overtime work at their City registered telephone number by the designee of the Chief of Police. The word of the City contacting party shall be conclusive as to whether contact was or was not made, and overtime accepted or not accepted. Officers accepting overtime must accept all hours offered. Answering machines will be considered a "No Answer" contact.
  4. Any Officer who is excused from work due to illness, or other paid leave time shall not be eligible to be called for overtime work until that Officer returns to work following such absence for a full work shift. Availability, while on vacation, shall be in written notification to the Chief of Police.
  5. A new employee successfully completing probation shall be assigned an overtime accumulation that is the average of the total Division.
  6. On January 1, the registered employee equalization list shall be re-established with each employee subject to the equalization process being placed in the order existing at the time of expiration.



7. Overtime pay shall not be pyramided.

F. In service training to the extent of one-hundred (100) hours annually will also be excluded from overtime provisions. The one hundred (100) hours in-service training will be paid at the employee's straight time rate of pay. The one hundred (100) hours of annual training referred to in this Section shall be mandatory except in those cases involving regular day-off, vacation day or reasonable excuse. Any dispute arising out of the training time shall be subject to the Grievance Procedure.

G. Officers who are ordered in to work or court prior to the beginning of their regular scheduled shift or any time other than scheduled shift will be paid two (2) hours at straight time in addition to any assignment.

1. Call-in pay is not applicable when requests or assignments are made twenty-four (24) hours in advance of the situation.
2. Call-in pay does not apply when an officer, who is working, has his/her shift extended in order to provide coverage or assistance for any reason. Officers will be compensated in accordance with specific overtime provisions.
3. The coverage or assistance for any reason shall come first from Officers on their scheduled days off and lastly from working officers.
4. Periods of placement for five (5) hours or less; the Chief of Police has the option to extend Officers presently working.

Officers called in to work on their day off shall be governed by the specific twenty-four (24) hour time limit as outlined in "Call-In Pay".

**H. Communication/Dispatch Operation**

In the event that it is necessary to use a Patrolman in the Communication Center, the Patrolman will receive pay at the starting rate for a Sergeant as specified in the Command Contract. Exceptions to this action and payment are: if it is for a short term relief, lunch periods (daily, Sundays & Holidays) and if the Patrolman has been placed on "Limited Duty" due to an accident or illness. Patrolmen will be chosen under the following criteria; seniority (length of service) taking into consideration any qualifications he/she may have with communications and its operations (See Letter of Understanding dated October 6, 1994).

**I. Shift Selection**

The parties hereby agree that the P.A. 312 MERC Case No. 88 K-2197 regarding shift selection by seniority will be implemented for the shift period beginning January 1, 1991. The parties further agree that in order to correct the current shift staffing imbalance the following schedule will also be implemented on January 1, 1991. The parties met after the M.E.R.C. #312 decision and worked out a schedule which protects the principal of shift selection by seniority. The F.O.P. has agreed to this schedule because it only modifies the least sentence of the F.O.P. L.B.O. as set forth on Page 10 of the award.

- A. The day shift consisting of at least six (6) positions will be filled by seniority bid. The present work schedules of 6 and 2 will continue.
- B. The afternoon and midnight consisting of at least eight (8) positions each shift will be filled by seniority bid. Six (6) positions on each shift will continue to follow the present work schedule of 6 & 2. A seventh (7th) position will have Thursday and Friday off. The eighth (8th) position will have Saturday and Sunday off.
- C. Two (2) additional positions will be assigned duties from 8:00 p.m. to 4:00 a.m. and will have Sunday and Monday as days off. The above positions (manning) will be assigned on the seniority bid.
- D. The Chief of Police will notify the F.O.P. Bid Committee of the number of shift positions available per shift at least four (4) weeks prior to the bid process. The Chief's decision on shift positions will not be capricious or arbitrary.
- E. The bid will be conducted by the local F.O.P. unit and they will notify the Chief's office, in writing, of the changes made on shifts.
- F. The number of positions allotted to each shift is subject to change if the Police Department Budget is altered by the City Council. In the event that such a situation occurs the Chief of Police and City will notify the F.O.P. and be available to discuss the implications of such budgetary constraints.

This schedule will be subject to review of the parties six (6) months from the date of implementation.

**J. Job Bidding**

Whenever a position becomes available due to a vacancy or a new position created the position will be open for bid. Job bidding will be based on an Officer's seniority. Positions that currently fall under the job bidding category are:

1. Uniform Division
2. Investigative Division
3. Traffic and Safety
4. Court Officer

Vice and Juvenile are recognized as positions filled by the Chief of Police. Officers obtaining a job bid position will be subject to a six (6) month probationary period. An Officer's performance will be evaluated by the Commanding Officer of the division as well as the Training Officer or Officers assigned to assist. Part of the criteria that will be used to evaluate performance will be the new Officer's ability to learn the duties required and perform tasks satisfactorily.

Job bidding will occur only when a vacancy exists. Once in a position an Officer cannot be removed by another Officer with greater seniority. An Officer that voluntarily leaves a bid position will return to the uniform division. The Officer will not be allowed to bid any open position for the

period of one year. Officers that have been assigned by the Chief of Police to the Juvenile Divisions or to Vice will not be subject to the one year penalty. All current positions held by Officers as of June 30, 1992 will be maintained.

## ARTICLE VI

### SALARIES AND FRINGE BENEFITS

**Section 2:** The general salary scale shall be as follows during the fiscal year July 1,

1995 to June 30, 1996:

<b>PAY PLAN FOR EMPLOYEES</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Start through 6 months	\$ 13.1990	\$ 2,287.83	\$ 27,453.92
7 months through 12 months	13.7880	2,389.92	28,679.04
13 months through 18 months	14.4210	2,499.64	29,995.68
19 months through 24 months	15.0100	2,601.73	31,220.80
25 months through 30 months	15.6710	2,716.31	32,595.68
31 months through 36 months	16.3760	2,838.51	34,062.08
37 months through 42 months	17.0810	2,960.71	35,528.48
43 months through 48 months	17.8140	3,087.76	37,053.12
49 months & after	18.6050	3,224.87	38,698.40
12+ Years of Service	19.0700	3,305.47	39,665.60

**Section 3:** The general salary scale shall be as follows during the fiscal year July 1,

1996 to June 30, 1997:

<b>PAY PLAN FOR EMPLOYEES</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Start through 6 months	13.5290	2,345.03	28,140.32
7 months through 12 months	14.1330	2,449.72	29,396.64
13 months through 18 months	14.7820	2,562.21	30,746.56
19 months through 24 months	15.3850	2,666.73	32,000.80
25 months through 30 months	16.0630	2,784.25	33,411.04
31 months through 36 months	16.7850	2,909.40	34,912.80
37 months through 42 months	17.5080	3,034.72	36,416.64
43 months through 48 months	18.2590	3,164.89	37,978.72
49 months and after	19.0700	3,305.47	39,665.60
12+ Years of Service	19.5470	3,388.15	40,657.76

**Section 3:** The general salary scale shall be as follows during the fiscal year July 1,

1997 to June 30, 1998:

<b>PAY PLAN FOR EMPLOYEES</b>	<b>Hourly</b>	<b>Monthly</b>	<b>Annually</b>
Start through 6 months	13.9350	2,415.40	28,984.80
7 months through 12 months	14.5567	2,523.16	30,277.94
13 months through 18 months	15.2260	2,639.17	31,670.08
19 months through 24 months	15.8470	2,746.81	32,961.76
25 months through 30 months	16.5451	2,867.82	34,413.81
31 months through 36 months	17.2890	2,996.76	35,961.12
37 months through 42 months	18.0330	3,125.72	37,508.64
43 months through 48 months	18.8070	3,259.88	39,118.56
49 months and after	19.6420	3,404.61	40,855.36
12+ Years of Service	20.1330	3,489.72	41,876.64

**EFFECTIVE 01-01-95**

See Letter of Understanding October 25, 1994 for Explanation.

**Section 4:** Upon the effective date of this Agreement, members confirmed in their rank and seniority shall receive the salary scale appropriate to their rank, as set forth in the tables above.

**Section 5: Holidays**

A. The following days shall be recognized and observed as paid holidays:

New Year's Day

Martin Luther King Day (See Section E below)

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Mayor's Day (the day following Thanksgiving)

Christmas Eve

Christmas Day

New Year's Eve

**B.** Eligible employees provided they otherwise qualify, shall receive eight (8) hours straight time pay for each of the holidays listed above.

**C.** Employees shall be eligible for holiday pay if they work both their last scheduled work day prior to the holiday and their next scheduled work day following the holiday unless they have an excused absence.

**D.** Employees required to work on a holiday will receive one and one-half (1-1/2) times their regular rate of pay for all hours worked on the holiday in addition to Section B above.

**E.** In addition to the above holidays, the employees of this unit will receive Martin Luther King Day as a holiday as long as the holiday is formally recognized by the Mayor and City Council.

**Section 6: Uniform Cleaning Allowance**

All patrolmen covered under this Agreement shall be paid the amount of Five Hundred Seventy-five Dollars (\$575.00) payable at the rate of One-Hundred Forty-Three Dollars and 75/100 (\$143.75) every three (3) months to be used in the cleaning and maintenance of their uniforms. This allowance shall remain in effect for the duration of this Agreement.



**Section 7: Uniform Allowance**

The City shall provide all necessary uniforms within a reasonable time upon request.

Request shall be on an as-needed basis. The City shall provide a special account equaling Three Hundred Twenty-five Dollars (\$325.00) for each year per employee. **As a result of the #312 decision in 1997 the Police Officer Uniform Allowance was increased by the following:**

**07-01-96 Allowance increased \$100 to \$425;**

**07-01-97 Allowance increased \$100 to \$525.**

Any employee requesting credit from that account to provide uniforms on an as-needed basis will make the request to the Chief of Police and Credit will be provided for the employee to obtain the necessary uniforms. Items of police uniform apparel that are allowed under the Uniform Allowance also include: Ties; whistle and chain; belts (for uniform); gloves (winter); boots (front zipper kind); handcuffs; stick; and bullet proof or second chance vest. Included with the items listed above is approved footwear for members of the Patrol Division, the type of footwear to be approved by the Chief of Police of his designee.

**Section 8: Longevity Pay**

The City shall provide a longevity pay plan and payments annually in the following manner:

	<u>07-01-91</u>
After 1 year to 5 years	No Pmt..
After 5 years to 10 years	25.00*
After 10 years to 20 years	30.00*
After 20 years	35.00*

(\* = Times Years of Service)

The City of Monroe between December 1st and December 15th of each year shall issue special

payroll checks to all employees eligible for the above longevity pay plan. The City shall continue all current administrative procedures regarding the longevity pay plan.

**Section 9: Gun Proficiency Allowance**

Patrolman will receive a gun proficiency allowance in the following amounts, to be paid by the City in a separate check in the first pay period in October of each year. The final figures were decided in the #312 Arbitration Award in October/November 1990.

07-01-91 and thereafter

200 - 204 points	\$200.00
205 - 209	\$250.00
210 - Over	\$300.00

This qualification will be in compliance with the MLEOTC training standards.

**Section 10:** When an employee receives his or her last regular pay check while on sick leave, they will receive indemnity pay of no less than 40% of their weekly compensation for twenty-six (26) weeks or any amount increased to any bargaining unit. For purposes of computation, only the employee's biweekly salary will be considered.

**Section 11: Shift Premium**

Effective 01-01-98 Police Officers working between specific hours - 1:00 p.m. to 8:59 p.m. and 9:00 p.m. to 4:59 a.m. will receive a shift premium in addition to their regular hourly rate. The amount of payment as specified in the #312 Award of June 30, 1997 is:

- A. .35/hr. for the afternoon shift
- B. .25/hr. for the midnight shift.

## **ARTICLE VII**

### **COURT TIME**

**Section 1:** An employee who is scheduled for court time or a Civil Infraction hearing at times other than normal scheduled duty ours shall be compensated at the rate of one and one-half (1-1/2) times his basic normal rate for the time worked with a minimum of two (2) hours when such court time is in the District Court.

**Section 2:** An employee who is scheduled for court time at a time other than his normally scheduled duty hours shall be compensated at the rate of one and one-half (1-1/2) times his basic hourly rate for the time worked with a minimum of four (4) hours when such court time is in a Circuit Court.

**Section 3:** If an employee who is scheduled for court time either immediately before his shift starts or immediately at the termination of his shift, there shall be no minimum time required and such employee shall be compensated at the rate of time and one-half his hourly rate for overtime hours beyond his normally scheduled duty hours.

**Section 4:** Any employee required to attend any civil, circuit, federal or probate court on any matter resulting from his performance as a Police Officer in the City of Monroe shall not suffer any diminution of pay as a result thereof. In addition to the above, the City of Monroe shall reimburse reasonable expenses such as meals and lodgings when an employee is required to travel either out of the City of Monroe or out of the State of Michigan, upon receipt of an itemized expense statement and the return of subpoena fees, expense fees and costs to the City. In all cases resulting in a member being required to attend court time as a result of a duty related incident the member will be paid in accordance with Section 2 of this Article.

**Section 5: Payment of Court Time Is As Follows:**

1. Four hours overtime, minimum, paid for Circuit Court for the morning session. Four hours overtime, minimum, paid for Circuit Court for the afternoon session.
2. Two hours overtime, minimum, paid for District Court for the morning session. Two hours overtime, minimum, paid for District Court for the afternoon session. **This premium shall also apply to Depositions. The officer will be required to turn over to the Employer, Treasurer's Office, any witness fees received as a result of the deposition.**
3. Time taken for lunch will not be paid.
4. Officers beginning their shift before the completion of court will be paid overtime for the actual time spent in court either for the afternoon or morning sessions.
5. Officers having their shifts extended due to court will be paid overtime for the time spent in court from the termination of their shift.
6. It is recognized that Officers may have to perform duties during a time period set for lunch. Time taken for such court related duties is to be documented and is considered as time worked.

**ARTICLE VIII**  
**VACATION LEAVE**

**Section 1:** The City shall provide vacation leave to each employee in the following manner:

A. Employees who have completed one (1) year of service but less than five (5) years of service shall be granted two (2) weeks or ten (10) days vacation leave without loss of pay.

B. Employees who have completed five (5) years of service shall be granted ten (10) days vacation leave plus one (1) day for each year of service after five to a maximum of twenty (20) days vacation leave.

**Section 2:** It is further agreed that the City shall maintain all current administrative practices and procedures in reference to vacation leave.

**Section 3:** See Personal Leave Days for explanation of additional paid time off for all Patrolmen with one (1) year of service. Additional time amounts to five (5) days for use as either personal time or vacation. Use of time must be designated by employee.

**Section 4:** The parties have agreed to the Addendum B as a further explanation to Section 2 above.

## ARTICLE IX

### SICK LEAVE AND UNSCHEDULED ABSENCES

Sick Leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in case of necessity and actual sickness or disability of the employees.

#### Section 1:

A. Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten (10) work days. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for shall not be considered in computing earned credits for sick leave.

B. The amount of sick leave credit shall not exceed twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed one hundred (100) days for any employee.

C. Officers who leave on-duty assignments due to illness will be charged sick time until the end of the shift and subtracted from that years earned sick time.

#### Section 2: Sick Leave Bonus

All employees shall receive a sick leave bonus, in the first practical pay period, during January of each year. The employees shall be paid for one-half (½) of their unused portion of sick leave earned for the previous calender year as a bonus provided that for each day of sick leave used within the calender year, the employee shall lose one-half (½) day of the bonus. The bonus in no way reduces the unused sick leave the employee has accumulated. The Sick Leave Bonus shall be determined by using the employee's rate of pay as of December 31st\*. In no

event shall the amount of paid bonus days be more than six (6) days.

\*To be effective for Bonus paid for 1987.

**Section 3: Retirement Bonus Payment**

An employee who retires under the provisions of the City Pension Fund or retires for health reasons prior to his or her normal retirement or dies, shall receive upon termination of sum equal to the amount paid to the employee which he or she received as sick leave bonus during their employment with the City.

**Section 4:** All paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

**Section 5:** Sick leave shall not be charged for absences due to on-the-job injuries covered by workmen's compensation.

**Section 6:** A certificate of illness or injury from a doctor or physician may be required as evidence of illness or disability before compensation for the period of illness or disability is allowed and shall be mandatory if the illness or disability exceeds five (5) working days. If such a certificate of illness is to be required, the City shall specifically order the employee to present himself to a doctor or physician for examination and obtain said certificate. The City may require a medical certificate before an employee is allowed to return to work after a sick leave of ten (10) days or longer. The City further shall have the option to conduct a medical examination of the employee at the City's own expense before the employee is allowed to return to duty. Abuse of sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

**Section 7:** Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants (unless medically prescribed), misconduct or any illness or injury incurred while gainfully self-employed or employed by other than the City.

**Section 8:** Any employee who becomes ill and is unable to report to work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty no later than one-half (½) hour before starting time of his particular shift on the first day of his absence and daily thereafter if not hospitalized or sick leave pay will not be allowed.

**Section 9:** If the employee so elects, after all accrued sick leave is used, vacation leave may be used for sick leave benefits.

**Section 10:** When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one (1) year or for the total amount of his seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work his employment shall be terminated in accordance with existing policies, rules, regulations, statutes and ordinances.

**Section 11: Personal Leave Days**

All Patrolmen with one (1) year of service will be granted five (5) days to be used as either Personal Leave Days or vacation days. These days, if used as personal leave days, shall not be chargeable to either accumulated sick leave or accumulated vacation days. In order to use such personal leave days, requests must be made in writing to the Chief of Police or his designee at least seventy-two (72) hours in advance of the expected leave day, exceptions to the above may be made in cases of bonafide emergencies.



The parties acknowledge that if a Patrolman does not use the total amount of these days during the contract year (July 1 to June 30) then those days not used shall be placed in the employee's vacation carry over bank so long as he does not exceed the normal allotted carry over. The amount being no more than the total of two (2) years earned. Those Personal Leave Days added to vacation day accumulation lose their identity as personal leave days and become vacation days.

**Section 12: Family and Medical Leave**

A. **Eligibility:** A leave of absence shall be granted to seniority employees of the City of Monroe for the following reasons:

1. because of the birth of a child and in order to care for such child after delivery;
2. because of the placement of a child with the employee through adoption or foster care assignment;
3. in order to care for a spouse, child or parent because of a serious health condition; or
4. because of a serious health condition (including a disability caused by pregnancy) that makes the employee unable to perform the functions of the position of the employee.

B. **Definitions:** For purposes of this Section, "serious health condition" shall have the same meaning as set forth in the Family and Medical Leave Act of 1993 and regulations thereunder.

C. **Period of Leave:** An employee taking a leave of absence under this Section may be absent for a total of twelve weeks in any twelve month period. In addition, under extenuating circumstances, an employee taking a leave of absence under sub-section 12 above, additional

leave (compensated or uncompensated) may be granted in the appointing authority. This additional leave time shall not exceed twenty-six weeks, as permitted in Article VI, Section 10. The City reserves the right to require a medical examination by a physician appointed by the City or to require a physician's certificate to support the need for a leave, or an extension of such a leave. In the event of a disagreement between two doctors, those doctors shall appoint a third doctor whose conclusion shall be binding.

**D. Notice:** The employee shall give the City thirty days advance notice of a request for leave of absence. However, if the need for a leave of absence is not foreseeable, the employee shall give the City as much advance notice as possible.

**E. Compensation:** Leave taken under Section 12 may be charged first to accumulated and earned sick leave and, if this is insufficient, vacation time may be used. Leave taken under Article VI, Section 10 shall be charged to accumulated and earned vacation time. If the employee exhausts his/her earned and accumulated sick leave banks, the remainder of the leave shall be unpaid. The employee shall accumulate service credit and seniority during the full period of paid leave.

**F. Return From Work:** An employee who returns to work upon the expiration of the leave of absence shall be returned to his/her position. An employee who has taken a leave under sub-section 12 may qualify for return to work upon submission of physician's release to work. In the event of a dispute over the employee's ability to return to work, the provisions of sub-section 12 shall apply.

## ARTICLE X

### EMERGENCY LEAVE

**Section 1:** In the case that a member of the immediate family, as defined herein, is admitted to a hospital with a condition classified as “critical” or “serious”, an employee may be granted a leave of absence with pay for a period not to exceed three (3) days upon the recommendation of the immediate supervisor and the approval of the Chief of Police.

**Section 2:** **Bereavement Pay**

A. In addition to the emergency leave, an employee may be granted a leave of absence with pay in case of a death in the immediate family upon the recommendation of the immediate supervisor provided that he notify the City prior to the date of the funeral. The maximum duration of such bereavement leave shall be five (5) days in case of the death of the employee’s spouse, child, step-children, brother, sister, parent or parent-in-law; three (3) days in case of the death of the employee’s grandchildren; and one (1) day in case of the death of any other member of the immediate family.

B. Should a death in his immediate family occur while an employee is on a scheduled vacation leave he shall be eligible to receive these benefits, provided that he notify the City prior to the date of the funeral.

C. Immediate family shall be defined to include wife, husband, child, brother, sister, parent and parent-in-law, grandparents, spouse’s grandparents, step children, and brothers and sisters of spouse.

D. Emergency leave and bereavement leave shall be in addition to other types of leave to which the employee is entitled.

E. The above provisions shall specifically apply also to brothers and sisters of the employee's spouse, however, the periods referred to in "A" and "B" above shall be limited to one (1) day.

## ARTICLE XI

### HOSPITAL, MEDICAL AND SURGICAL INSURANCE

A. The City shall provide hospitalization coverage for an employee and his/her eligible dependents no less than to the Blue Cross - Blue Shield group coverage MVF-1 plus all riders in effect on June 30, 1980. The City shall specifically have the unilateral right to increase benefit coverage. The City of Monroe presently is self-insured for its hospitalization program and uses Blue Cross and Blue Shield of Michigan as its third-party administrator. Coverage for all "new" hires effective November 1, 1994, will receive Blue Cross/Blue Shield benefits on the 91st day of employment.

B. The City shall also provide and pay the premiums thereon a prescription or drug coverage for all employees active or retired. Effective November 1, 1994 the following changes shall apply: co-payment for generic drugs will be \$3.00; co-payment for "brand" name (non-generic) will be \$10.00; co-payment for mail order will be \$3.00 (plus shipping). If a generic substitution is not available, or a "brand" name has been prescribed by the physician, the plan participant will be charged the \$3.00 generic co-pay amount.

C. The City shall also provide a dental plan for the members of the Patrolmen's Association and their dependents. No deductible plan; 50-50 payment for all classes; \$800 orthodontics, lifetime maximum \$800.00 maximum benefit, every contract year. Plan basics include: Effective November 1, 1994 the following Class I benefits which will be referred to as Class IA, shall be increased to 100% coverage. Diagnostic and Preventative Services: Oral Examinations, Cleanings, and Fluoride Solution; Emergency Palliative: Temporarily Alleviate Pain and Discomfort; Radiographs: X-Rays. The remainder of Class I to be Class IB covering:

Oral Surgery, Restorative and Endodontics shall remain at the 50% coverage. For new hire Patrolmen, the dental plan will be effective the 91st day of employment.

**D.** In the case of retired employees, such retiree shall sign annually an affidavit that he or she is not employed full-time. Failure to report employment or the falsification of the report on employment shall be cause for forfeiture of the above mentioned benefits.

**ARTICLE XII**

**INSURANCE**

**A. Life Insurance**

The City of Monroe shall provide life insurance coverage in an amount equal to the employee's base annual salary, rounded down to the nearest \$1,000.00 to a maximum of \$49,999.00 to each employee. The coverages are doubled in the event of accidental death.

**B. Liability Insurance**

The City of Monroe shall maintain liability insurance (individual, vehicular, and excess liability) to indemnify and protect the City and its officers and employees against any claim for personal injury or property damage arising out of or caused by its officers or employees engaged in the exercise or discharge of a governmental function.

The existence of any policy of insurance indemnifying the City of Monroe and/or its officers and employees is not a waiver of any defense otherwise available to the City of Monroe in the defense of any claim.

## ARTICLE XIII

### PENSIONS

#### Section 1:    **Pensions**

This section is intended to detail the changes that took effect as a result of the Pension negotiations between the City of Monroe; Monroe Firefighter's Association and Monroe Patrolman's Association in 1988 & 1989. The changes are retroactive to January 1, 1989 and were agreed to by the Parties on May 2, 1989. These are the major points of agreement between the Parties:

- A.    The benefit provisions to the members of the Benefit Group Police/Fire are effective for all members who retire on or after January 1, 1988.
- B.    The Amount of retirement benefit for each person described in Paragraph A shall be redetermined annually on the anniversary of retirement.
- C.    The redetermined amount shall be the original monthly amount payable at retirement increased by 2% for each whole year of retirement. Increases do not compound. (See Letter dated May 14, 1990 - Addendum)
- D.    The redetermined amount shall be reduced (but not below the original monthly amount) by any amount received from the Reserve for Retired Life Benefit Increases prorated over 12 months.

Items A through D are intended to simplify the language of paragraph (1) as it appears in the original agreement of May 2, 1989. The following is the direct language from that agreement:



1. Eliminate annuity withdrawal for new hires effective on ratification. For present employees, effective January 1, 1993, if the employee elects annuity withdrawal, he may not also elect health insurance coverage for dependent children upon retirement.
2. Effective July 1, 1989, the Health Insurance Plan provisions of the collective bargaining agreements covering the Police and Fire units will be amended to add the following cost containment features:
  - a. Pre-admission certification and concurrent review for any non-emergency hospital stay.
  - b. Mandatory second opinion for any non-emergency surgical procedure involving a surgeon's fee of more than \$500. Need not confirm need for surgery, but failure to comply results in only 50% of normal benefits.
  - c. Outpatient treatment for certain specified procedures.

The requirements listed above in Number 2 were made null and void when the City of Monroe changed its hospitalization coverage to Blue Cross on January 1, 1992 and subsequent change that took effect January 1, 1993.

3. Add health insurance coverage for dependent children of future retirants effective upon ratification.
  4. Pensions closed for negotiations until January 1, 1994.
  5. Above is contingent on IRS approval of amendments to retirement plan.
- E. Final Average Compensation includes base salary, longevity pay, holiday pay and overtime pay and cleaning payment, but does not include unused sick, unused vacation and gun proficiency paid in lump sum payments.
- The benefit formula is 2.5% of Final Average Compensation for the first 25 years and 1% per year for each year after 25 years. Participants contributions have been increased to 9% pre-tax.

The preceding Labor Agreement, July 1986 to June 1989 contained Pension changes involving benefit formula, contribution rates for members of Police and Fire Units, a definition of Final Average Compensation and re-opening date.

**Section 2:** Retirement at age fifty (50) with twenty-five (25) years of service remains as was previously negotiated. Reference 1977 collective bargaining agreement.

**Section 3:** Final average compensation to be determined by the average of the highest three (3) years of the last ten (20) years of total compensation. Reference 1977 collective bargaining agreement.

**Section 4:** Effective January 1, 1982, the City shall provide hospitalization coverage for new retirees and spouse at minimum retirement from the Police and Fire Departments. If the retiree desires coverage for other dependents still under his care, he shall bear that cost. If the cost of dependents coverage dictate an increase or decrease in those premium rates, then payment adjustments will be made at that time. Coverage for the retiree and spouse will be at the regular employee levels until the retiree is covered under medicare. If the retiree and spouse are covered under medicare, then the City will provide supplemental coverage as required.

In the event that a retiree obtains employment elsewhere after his retirement where hospitalization is provided, the City shall not provide coverage while the retiree is so employed. The retiree will yearly provide the City with an update on his status.

Upon termination of subsequent employment, the retiree, after giving notice to the City, will resume with the City retiree hospitalization insurance in effect at the time of return.

Also, if the employee (retiree) is employed long enough to obtain a pension and health insurance as provided, equal or greater than that provided to the retiree as a City retiree, the City

will have no liability for hospitalization insurance.

Upon death of the retiree, the City's obligation shall continue until the death or remarriage of the spouse.

**Section 5:** Members of the Police and Fire units of the City of Monroe retiring during the effective period of this contract pursuant to Sections 11, 12, or 13 or Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

1. The effective date of retirement.
2. The effective date of benefit commencement.
3. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event that more than three (3) members exercises this option during the calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This agreement applies only to contributions made on account of employment with the City of Monroe. Contributions, if any, applied to the purchase of military service or to service

under another retirement system are specifically excluded from this agreement.

**Section 6:** As a result of the #312 Award issued on June 30, 1997 the following changes are effective on the dates specified:

- 01-01-95** Employee contribution changed to 6% from 9%.
- 01-01-96** Pension escalator changes to 3% from 2% non-compounding for Officers who retired after that date.
- 01-01-96** Pension multiplier changes to 2.5 to be applied to all years of service.
- 01-01-96** Pension negotiations are recognized as part of the contract negotiations. Contract ends on 06/30/98.
- 07-01-97** Officers are eligible to enter into City #457Plan.

**ARTICLE XIV**

**DUTY DISABILITY**

**Section 1:** A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City, covered by Michigan Workmen's Compensation Act.

**Section 2:** In order to be eligible for Duty Disability Leave, an employee shall immediately report any illness or injury to his immediate supervisor, who shall note same in writing, and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

**Section 3:** Employees on Duty Disability Leave shall accrue sick leave in the same manner as other employees and shall continue to accumulate holiday pay in the same manner as other employees.

**Section 4:** All full-time permanent employees, who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

**A.** First seven (7) calendar days - City will pay the employee his regular pay (exclusive of shift differential or work premium) for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to Duty Disability Leave, which is limited to the working days in the first seven (7) calendar days only.

**B.** After seven (7) calendar days, payment shall be governed by the regulations of the Workmen's Compensation Act; in such cases, the following shall apply:

1. For the first twelve (12) months of such leave, an employee shall receive a regular payroll check for the difference between the workmen's compensation and his normal bi-weekly payroll check (exclusive of shift premium and other work premium).
2. Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his workmen's compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premium) to the extent of the accrued sick leave only.

C. After fourteen (14) days continuous absence, workmen's compensation will reimburse the employee at the standard workmen's compensation rate for the first week's absence previously paid by the City. The employee shall immediately reimburse the City upon receipt of such payment.

D. An employee who is being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

E. If the City offers favored employment to an individual on duty disability, which employment the attending physician deems the employee capable of performing without future injury to the employee, and should said employee refuse such favored employment on the date of such refusal the employee shall only receive the appropriate amount of workmen's compensation as his duty disability pay.

## ARTICLE XV

### GRIEVANCE PROCEDURE

A grievance is a dispute which may arise between the parties concerning the meaning, application or interpretation of this Agreement, and shall be settled in accordance with the procedure set forth below. Time limits specified may be extended or waived by mutual agreement. Failure of either party to respond as prescribed in the Grievance Procedure shall render, ipso facto, a decision favorable to the opposite party. It is agreed that no incident occurring prior to the signing of this Agreement will be a matter of grievance under the provisions of this Article.

#### Section 1:

**STEP 1: Any employee having a grievance as above defined shall first take up the matter with his immediate supervisor or shift commander, whichever is applicable, and a designated Association representative, if the participation of the Association representative is desired by the employee and a representative is available. Any grievance not submitted in STEP 1 within five (5) days of its occurrence or notification of its occurrence, shall be automatically closed.**

**STEP 2: If the grievance is not settled in STEP 1 it shall be reduced to writing and served upon the Chief of Police or his designee. The Chief shall give his/her written response within five (5) days of receipt of the written grievance.**

**STEP 3: In the event the grievance is not settled in STEP 2, it may, within five (5) days after the decision in STEP 2, be submitted to the Director of Personnel and Labor Relations. The decision of the Director shall be given in writing within five (5) days after**

receipt of the grievance.

**STEP 4:** In the event the grievance is not settled in STEP 3 a meeting will be held between the representative of Union and Employer, including the City Manager and Police Officers Labor Council Field Representative. The grievance shall be reviewed and the City manager shall render a written decision within five (5) days after the date of the meeting.

**STEP 5:** If the STEP 4 answer fails to resolve the grievance the Union shall have ten (10) days from receipt of the STEP 4 answer to submit the grievance to Arbitration. The parties have agreed to a permanent panel of Arbitrators who will be selected in successive order on a rotating basis. The permanent panel is as follows:

1. Ms. Ruth Kahn
2. Mr. Mario Chiesa
3. Mr. Barry Brown
4. Mr. Thomas Roumell

For the purpose of this Article the term day shall mean Monday through Friday excluding Saturday, Sunday, Holidays and any day that City Hall is closed. Time limits may be extended by mutual agreement of the parties.

**Section 2:**

A. An employee having a grievance shall first gain permission from his supervisor before leaving his job to contact the Association.

B. A grievance or dispute involving a matter of Association concern may be instituted by the Association at STEP 2.

C. No employee shall be disciplined without just cause.



**D.** Any complaints involving discharge must be filed in writing within five (5) working days (excluding Saturdays, Sundays and Holidays) with the Chief of Police or his designee, who shall render a decision within five (5) working days (excluding Saturdays, Sundays and Holidays) of its receipt.

**E.** Any employee who is reinstated after discharge shall within fourteen (14) days be returned to duty with the Monroe Police Department at the same rate of pay or as may be agreed to by the parties or as may be determined by the arbitration panel, pursuant to the grievance procedures hereinbefore set forth.

**F.** No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment during the period in question.

**G.** An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

**H.** Special meetings to discuss problems and/or grievances may be held whenever mutually agreed upon between the representatives of the Association and the Chief of Police or his designee. Other members of either party may be included if invited.

**I.** Authorized non-employee representatives of the Association shall be granted permission upon reasonable request to the City Personnel Director to enter any area of the City operations for the purpose of adjusting grievances with the designated supervisor.

**Section 3:** No memorandum or notation which reflect upon the capability or professional employment of the Officer shall be inserted into the Officer's employment jacket

unless a copy of such memorandum or notation is provided the employee. Nor, shall any such action to taken against an Officer without providing him a copy of such notation or memorandum. No notation or memorandum shall be entered into the personnel jacket of the Officer in question if such topic and matter or action resulting therefrom shall have been handled within the Grievance Procedure as set forth within this Agreement.

**Section 4:** It is further specifically agreed that an Officer of the Association shall have the right to be present if requested by the employee on any occasion in which the Chief calls a member of the Association for a conference, which in any way or manner is in reference to the performance of a professional duty or performance of the member of the association or which in any respect has reference to wages, hours of work or other conditions of employment of the member of the Association.

**Section 5:** It is further understood and agreed that all time limits in this Article may be waived or extended by mutual agreement between the Association and the Employer.

## ARTICLE XVI

### STRIKES AND LOCKOUTS

The Association agrees that it will not call, authorize, sanction or participate in any strike, work stoppage, work slowdown or so-called "blue flu" or create or cause any reduction of essential services during the term of this Agreement. The occurrence of any such acts or actions prohibited in this Section or prohibited by the Public Employment Relations Act of the State of Michigan shall be deemed a violation of this Agreement by the Association. The Association agrees that the City in the first instance has a power to make appropriate preliminary investigations regarding any alleged violations of this Article, and it is specifically agreed and understood that the Association has the right to present opposition to the contesting of opposition in the form of contesting fact of willful neglect of duty, failure to perform, absence, "blue flu" and so on. It is specifically agreed that any disciplinary action taken under this Article is subject to the Grievance Procedure.

The City agrees that it will not engage in any lockout of the bargaining unit employees during the term of this Agreement, and the occurrence of such lockout shall be deemed a violation of this Agreement.

However, nothing in this paragraph shall be construed so as to prohibit the Association from publicizing any grievances or disputes it may have with the City in any manner which is not in violation of this Article. It is expressly understood that the Association shall exhaust all internal methods and remedies provided by this Agreement for resolution of grievances or disputes before publicizing any of its grievances or disputes it may have with the City.

## ARTICLE XVII

### DISCIPLINARY PROCEEDINGS AGAINST ASSOCIATION MEMBERS

A. When any complaint or charge shall be brought against an employee under such circumstances that if a fact alleged to be true, the employee would be guilty of the commission of a crime or offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for the obtaining of statement in connection with said complaint:

1. The employee shall be immediately advised that he has the right to council before making any statements, written or oral, before the employee is interrogated or required to make any statement.
2. The employee shall be advised that he need not make any statement except upon written order of the Department the violation of which would constitute grounds for disciplinary action of the Department.
3. The employee shall be given a summary of the charges against him, which summary shall specifically set forth the name of the complainant, the time, date and place of the alleged offense and a description of the complaint or offense allegedly done by the employee.
4. The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.

B. It is understood that no examination, questions or interrogation by mechanical (i.e. polygraph or lie detector) or echmical (i.e. sodium pentothal or truth serum) means for any reason will be requested or ordered to be taken by an employee.

Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Departmental disciplinary purposes including Civil Service Commission hearings.

C. Within forty-eight (48) hours (exclusively of Saturdays, Sundays and Holidays) after the conclusion of an investigation as described in this Section, the employee who is the subject of that investigation shall be informed of the result of that investigation.

D. Whenever disciplinary action resulting in a written reprimand is taken, such written reprimands shall be signed by the employee involved. All written disciplinary records shall be expunged from the employee's personnel file after a period of twenty-four (24) months from the date of occurrence, unless additional progressive discipline has been imposed during that period of time. Personnel files shall be maintained and shall be opened to inspection by all employees upon request, within reasonable notice. No additional personnel files may be maintained by any other supervisory employee other than the Director of Personnel and Labor Relations. The provisions of Public Act #397 of the Public Acts of 1978, as amended, are hereby incorporated by reference and apply except where superseded by this Article.

**ARTICLE XVIII**

**MAINTENANCE OF CONDITIONS**

The wages, hours and conditions of employment legally in effect, and as enumerated below at the execution of this Agreement, shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

A. Lunch Breaks

Day Shift - One Hour Lunch:

Sundays  
Holidays - New Year's Day  
                  Memorial Day  
                  Independence Day  
                  Labor Day

Two Hour Lunch:

Thanksgiving Day  
Christmas Day

Selection by seniority. Officer permitted lunch at home if in responding City area, subject to call and workload. Senior Officer will have first selection, but is not eligible for prime hours (7:00 - 8:00, and 2:00 - 3:00) both weeks.

B. Meal Reimbursement

Maximum -

Breakfast - \$3.00  
Lunch     -\$6.00  
Dinner    -\$9.00  
(upon submission of receipts)

Out of town on official business, four (4) hours or more -  
Training (other than that mandated under State law)  
Court  
Transport of Prisoners  
Meeting  
Seminars

C. Expenses -

Out of town on official business  
Parking fees  
Mileage - Department vehicle will be furnished if available, otherwise  
will be paid at the rate established by the City of Monroe.  
Lodging  
Tuition.

## **ARTICLE XIX**

### **RESIDENCY**

**Section 1:** Police Officers hired after July 1, 1974 shall be subject to residency requirements as prescribed by Ordinance as adopted by the City Council, present Ordinance No. 77-014. New hires (probationary Patrolmen) of the Patrolmen's Association are subject to specific ordinance amendment to 77-014, which in essence will allow an additional time element of six (6) months after the completion of the employee's probationary period, as defined in the contract.

**Section 2:** Police Officers hired prior to July 1, 1974 shall not be required to change residence nor suffer any penalties as a result of their residency. The policy in effect prior to July 1, 1974 which was that the employees could live outside the City limits of Monroe, but within a five (5) mile perimeter and shall be allowed to move in or out of the City within that perimeter without restriction provided the City is notified of their residency change shall be maintained throughout the life of this Agreement.

**Section 3:** Effective with the contract beginning July 1, 1984, the following changes have been made with regard to residency:

**A.** New hires to the Monroe Police Department shall have one (1) year after the completion of their probationary period to reside in the residency area so designated in the map appearing in the appendix section.

**B.** Effective January 1, 1986, all current members of the Monroe Police Department are eligible to reside into the same area as defined in "A" above. It is understood that Section 1



and Section 2 of this Article remain in effect with regard to 77-014 until it is properly amended  
by the Mayor and Council.

**ARTICLE XX**

**VEHICLE SAFETY**

Whenever a vehicle assigned to the Police Department for any reason becomes defective by reason of the absence of appropriate lighting, defective or inappropriate braking, defective or inappropriate heating or cooling, defective or worn tires, defective or inappropriate communication equipment, the employee shall call the same to the attention of the supervisor in charge. It shall be the responsibility of the supervisor to determine if the repair can be effected during the shift or if the defect is of such a serious nature as to require that the vehicle shall not be used for patrol work by any employee until it is repaired. The decision of the supervisor in any of these cases shall be subject to the Grievance Procedure.

**ARTICLE XXI**

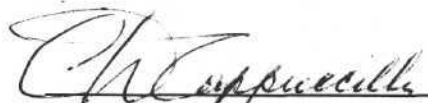
**DURATION OF AGREEMENT**

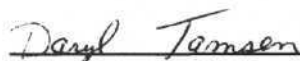
This Agreement shall be effective 12:01 a.m. on the 1st day of July 1995, and expiring 11:59 p.m. on the 30th day of June 1998 provided, however, that all the provisions herein shall continue to operate unless notice of the termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.

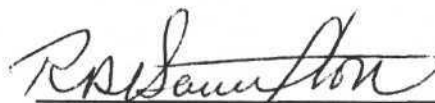
The parties, in recognition of the fact that vital services are involved, agree that this Contract shall remain in full force and effect until a new contract is negotiated, signed and ratified by the parties hereto.

**CITY OF MONROE:**

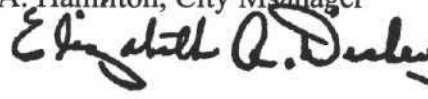
**MONROE PATROLMEN'S ASSOCIATION:**


  
C.D. Cappuccilli, Mayor

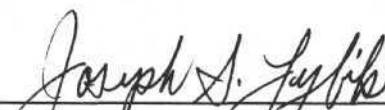
  
Daryl Tamsen, President


  
Robert A. Hamilton, City Manager

  
Chris Miller, Vice President

  
Elizabeth A. Dickey, Clerk/Treasurer

  
Larry Jenkins, Secretary/Treasurer

  
Joseph S. Lybik, Director of Personnel  
& Labor Relations

  
Jerry Caster, Field Representative  
Police Officer's Labor Council

Monroe Patrolmen's Association  
City of Monroe  
Monroe, Michigan 48161

Gentlemen:

This letter will confirm certain understandings reached in the recently completed negotiations which are not reflected in the collective bargaining agreement.

I. Monroe Police Emergency Reserve

The primary function of the Emergency Police Reserve is to assist the Monroe City Police Department in maintaining law and order in the City of Monroe.

Examples of what they are designed to participate in are:

1. Crowd Control
  - a. Parades
  - b. Athletic Events
  - c. Civic Functions
  - d. Special Events
  - e. School and Municipal and Private Dances
  - f. Demonstrations and Protests
2. Civil Disturbances
  - a. Riots and Affrays
  - b. Strikes
  - c. Guarding Municipal Installations
3. Natural Disturbances
  - a. Floods
  - b. Tornadoes
4. Other Disasters
5. Training
  - a. Emergency Police Reserve Officers work a controlled number of hours with full-time Officers for training purposes.
6. Police Work
  - a. Emergency Police Reserve is not designed to perform the duties of the sworn Police Officer except under direct order from a sworn Police Officer to assist under the statutes and ordinances of the

State of Michigan and the City of Monroe.

b. Definition of Police work per attached Michigan statutes.

Item A. The Emergency Police Reserve shall be used only to compliment, aid and assist the Monroe City Police Department and shall not be used unless under the direct supervision of a full-time Police Officer.

It is further understood that the Emergency Police Reserve shall not be used for parades, riots and affrays, strike duty and natural disaster unless all offered the opportunity to work said situation.

Item B. The Emergency Police Reserve shall not be used for athletic events unless all full-time members of the Police Department shall have first been called to duty or offered the opportunity to work said situation with the following stipulations:

1. Football Games

a. Catholic Central games. The City of Monroe agrees to the following formula:

1. When there is 0 - 5 full-time Patrolmen scheduled to work these events, there shall not be any Emergency Police Reserve scheduled.
2. When the City of Monroe schedules 6 full-time Patrolmen to work, then there will be 6 Emergency Reserve scheduled to work.
3. For every full-time Patrolman scheduled above 6 there shall be a ratio of 4 Emergency Police Reserve to each full-time Patrolman.

b. Monroe Junior High School Games.

1. When there is 0 - 7 full-time Patrolmen scheduled to work these events, there shall not be any Emergency Police Reserve scheduled.
2. When the City of Monroe schedules 8 full-time Patrolmen to work, then there will be 8 Emergency Police Reserve scheduled to work.

3. For every full-time Patrolman scheduled above 8 there shall be a ratio of 4 Emergency Police Reserve to each full-time Patrolman.
2. Basketball Games
    1. The City of Monroe agrees that in assigning from 0 - 2 full-time Patrolmen to a basketball game there will be no Emergency Reserve assigned.
    2. The scheduling of three full-time Patrolmen to a basketball game, the City will have a ratio of 2 Emergency Police Reserve for each full-time Patrolman.
    3. The scheduling of any full-time Patrolman above the minimum of 3, the City will be entitled to use the ratio of 4 Emergency Police Reserve for 1 full-time Patrolman.
  3. Civil functions, special events, school and municipal and private dances.

When the City of Monroe schedules one full-time Patrolman to any of these events, they are entitled to schedule up to 4 Emergency Reserve Officers. In all cases, the Chief of Police or his designee may reserve the right to establish the number of regular full-time Police Officers required for any given circumstance or event. When all full-time Police Officers of the Monroe Police Department have been called and offered the opportunity to work and the City of Monroe fails to obtain the number of full-time Police Officers to meet the required number as designated by the Chief of Police or his designee, the City of Monroe has the right to schedule any number of Emergency Police Reserve that is necessary. If the minimum quota is not met for full-time Police Officers, the Chief of Police or his designee retains the right to order such Officers to work.

Item C. It is understood that the Emergency Police Reserve may be utilized without being under the direct supervision of a full-time Police Officer while performing as follows:

1. Two-man Inspection Patrols to seek out and report defects in street conditions, damaged, defaced or missing Traffic Control Devices,

Traffic Control Devices where vision of same is obstructed by tree limbs and/or boughs, defective or in-operative street lights, hazardous conditions that should be reported to other Municipal Departments, abandoned motor vehicles parked on the street, raise and lower the colors, act as Crossing Guards and assist in licensing bicycles.

2. One of the two men in the Inspection Patrols shall be a Reserve Command Officer.
3. Inspection Patrols shall not be utilized as a method for training Reserve Officers and only fully trained Reserves shall be privileged to work as stipulated under Item C.
4. Inspection Patrols shall only use unmarked police vehicles or vehicles from other City Departments while performing as stipulated under Item C.
5. Inspection Patrols shall not work in excess of twenty-four hour a week.

**MEMORANDUM OF UNDERSTANDING**

JUNE 8, 1989

This letter will serve to confirm understandings between the City of Monroe Police Department and members of the F.O.P. regarding the Departments Policy on Foot Patrols. This policy supersedes and replaces the letter dated April 16, 1984 which directed actions in the 4th Ward Patrol.

“The value of foot patrols in police work is well established. In an effort to control the possibility of the benefits of such patrols being negated by the assignment of Officers in a punitive fashion, the following procedure will be used by Command personnel of the Monroe Police Department when making such assignments: Whenever a foot patrol is used volunteers will be sought first to fill such assignments based on seniority. Lacking any volunteers will be sought first to fill such assignments based on seniority. Lacking any volunteers, the Shift Commander in charge will assign personnel to perform the prescribed duties. Such assignments will be done on a fair and equitable basis via systematic rotation of the personnel comprising the affected squad. Shift commanders shall take into account the need for the assignment, the duration of the assignment the temperature including the wind chill factor below 0 degrees F (National Weather Service) and other inclement weather conditions when assigning foot patrols during severe weather. In the event the assignment is made during inclement weather, as above, the officer shall be entitled to reasonable break periods out of the weather.

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Joseph S. Lybik, Director of Personnel

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Jerry Caster, F.O.P. Representative

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Hendrik Kanavel, Chief of Police

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Monroe Patrolman's Association



**ADDENDUM A**

**CITY OF MONROE**

**TENTATIVE AGREEMENT**

**FOR SETTLEMENT OF ACT 312 ARBITRATION  
CONCERNING RETIREMENT PLAN ISSUES  
FOR POLICE AND FIRE UNITS**

**MAY 2, 1989**

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(1) Effective January 1, 1988, amend retirement plan provisions for police and fire units to provide annual benefit increases for future retirants and their beneficiaries of 2% of the original retirement amount for each year after the first year of retirement: provided inflation (as measured by the COI) has been at least that much. The amount of supplemental retirement benefit generated by this escalator will be reduced by any amount received by the retirant from the Reserve for Retired Life Benefit increases (13th Check Program), pro-rated over the next 12 months. Also amend plan to provide for employee's contribution before taxes, as permitted by I.R.C. Section 414(h), and increase amount of employee's contributions to 9% of pay before taxes.

(2) Eliminate annuity withdrawal for new hires effective on ratification. For present employees, effective January 1, 1993, if the employee elects annuity withdrawal, he may not also elect health insurance coverage for dependent children upon retirement.

(3) Effective July 1, 1989, the Health Insurance Plan provisions of the collective bargaining agreements covering the police and fire units will be amended to add the following cost containment features:

- a. Pre-admission certification and concurrent review for any non-emergency hospital stay.
- b. Mandatory second opinion for any non-emergency surgical procedure involving a surgeon's fee of more than \$500. Need not confirm need for surgery, but failure to comply results in only 50% of normal benefits.
- c. Outpatient treatment for certain specified procedures.

(4) Add health insurance coverage for dependent children of future retirants effective

upon ratification.

- (5) Pensions closed for negotiations until January 1, 1994.
- (6) Above is contingent on IRS approval of amendments to retirement plan.

_____	_____
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**ADDENDUM B**

**MONROE POLICE DEPARTMENT VACATION POLICY**

1. Vacation days may be taken in a block of time. It has been and will continue to be the Monroe Police Department's policy not to refuse an Officer's request for a block of vacation time. A block of time is a minimum of four days.
2. One Officer per shift shall have the ability to take the same block of time.
3. Additional Officers may take the same block of time or single vacation days provided that overtime does not have to be paid.
4. The scheduling of Command Officers vacations shall not influence Officers ability to take a block of vacation time.
5. Command Officers electing to rearrange their normally scheduled days on/days off rotation or take vacation or personal leave days of less than four days duration, shall not influence an Officer's ability to take a single vacation day or an additional block of vacation time.

This Monroe Police Department Vacation Policy is the result of discussions held between the City of Monroe, Monroe Patrol Officers Association and the Fraternal Order of Police, during the 1992 contract negotiations between the parties. All those whose signatures appear below represent the parties involved and agree that the preceding policy shall continue from year to year until such time the listed parties agree to change or terminate it.

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Chief H. Kanavel  
Monroe Police Department

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Ed Chakmakian  
Monroe Police Officer's Association

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Joseph Lybik  
Director of Personnel

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Paul Konopa  
Fraternal Order of Police

January 19, 1993

October 6, 1994

**LETTER OF UNDERSTANDING**

This letter will serve to confirm certain agreements reached between the Parties in the most recent contract negotiations (1994) regarding the Dispatch operations. Effective 1-1-95 Police Officers will no longer receive an additional 5% pay for Dispatch work as was the previous Contract provision. The Department will continue to use bargaining unit members under the same conditions as outlined in Article V, Section H.

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For the City of Monroe:  
Joseph S. Lybik

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For the Monroe Patrolman's Association:  
Ptm. Dave DelPiombo

October 25, 1994

**LETTER OF UNDERSTANDING**

This letter will serve to confirm certain understandings reached in the recently concluded negotiations between the City of Monroe and the Monroe Patrolman's Association. During the 1994 negotiations the City and the Monroe Patrolman's Association agreed to award the rank of "Corporal", with additional compensation to the Police Officers with 12 years or more departmental seniority, effective January 1, 1995.

This agreement does not involve any change in either the responsibilities or job description of Patrolman to accompany the rank of "Corporal". The existing job description of Patrolman will suffice for the position of "Corporal", with the additional requirement of 12 or more years of departmental seniority. As part of this arrangement, the first sentence of Article V, Section 5H of the prior agreement (step-up in pay for Patrolmen serving in dispatch) was eliminated.

The establishment of the "Corporal" rank did not entail any change in responsibilities, nor did it entail any command responsibility. This letter shall remain in effect during this Contract and shall be reviewed by the Parties at the expiration of the Contract.

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For the City of Monroe:  
Joseph S. Lybik

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For the Police Officers Labor Council:  
Paul Konopa

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Monroe Patrolman's Association  
Ptm. Dave DelPiombo



