

3192

6/30/2000

AGREEMENT

**BETWEEN THE POLICE OFFICERS LABOR COUNCIL OF MICHIGAN,
THE ROMULUS COMMAND OFFICER'S ASSOCIATION AND**

THE CITY OF ROMULUS

JULY 1, 1997 THROUGH JUNE 30, 2000

Romulus, City of

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**ARTICLE VI
REDUCTION IN WORK FORCE (LAYOFFS)**

Section 1. When there is an impending reduction in the work force within the bargaining unit, the City shall immediately give notice to the Union as soon as there is any strong likelihood of said reduction in work force, and will give at least two weeks notice before actual reduction in work force to the affected employees.

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

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

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

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

**ARTICLE VII
SPECIAL CONFERENCE**

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

Section 2. Special conference on important matters shall be arranged between the Association President and the Chief of Police or his/her designated representative upon request of either party. Each party shall have at least two individuals present at said conference. Arrangements shall be made in writing fifteen (15) calendar days in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters listed on the agenda.

**ARTICLE VIII
SENIORITY**

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

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

Section 3. An employee shall forfeit seniority rights only for the following reasons:

- A. Resignation.
- B. Dismissal and not reinstated.
- C. Retirement.

ARTICLE IX MANAGEMENT RIGHTS

The employer shall have and possess the exclusive right to manage all functions of all its agencies, departments, bureaus and offices, including but not limited to the direction of staff; the full and exclusive right to hire, promote, demote, discharge and discipline employees for just cause; to promulgate rules and regulations governing the conduct of the employees and to require their observance; to make temporary job assignments necessary to insure the efficient performance of work; to control the use of vacations so as not to jeopardize the functions of the employer; to establish and direct the location and methods of work, job assignments, work schedules and job descriptions; to maintain order and efficiency, and to determine the length of work week; to direct the reduction of work force for efficiency purposes; to control, direct and supervise all equipment subject to the terms of this agreement.

ARTICLE X SUBCONTRACTING

The parties recognize the responsibility of the City to provide services to its citizens in the most professional and economical fashion and recognizes that in appropriate cases outside contractors may be employed to perform such services. Prior to use of any outside contractors, the City will discuss its intentions with the Union. In no event shall any employee who customarily performs the work in question be laid off or transferred as a direct result of work being performed by any outside contractor.

ARTICLE XI OUTSIDE EMPLOYMENT

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

ARTICLE XII DISCIPLINARY PROCEDURE AND MEMBER'S RIGHTS

Section 1. General Policy

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

Section 2. Procedure.

A. The degree of disciplinary action will depend on the offense and on the mitigating circumstances surrounding the offense, and final disposition will result in one of the following:

1. Oral reprimand (counseling).
2. Written Reprimand.
3. Chief's hearing
 - a. Suspension.
 - b. Demotion
 - c. Removal from service.
 - d. Discharge.

B. Oral Reprimand.

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

C. Written Reprimand.

1. An immediate supervisor may discipline with a written reprimand upon approval of his supervisor.
 - a. The immediate supervisor shall advise the officer of the violation and seek an explanation for his actions.
2. The immediate supervisor shall submit in writing a complete report containing all the information pertaining to the infraction with the officer's explanation to his supervisor.
3. Upon concurrence of his supervisor, the immediate supervisor shall advise the officer that a written reprimand is in order and it will be placed in his personnel file.
 - a. Officer shall be given a complete copy of the written reprimand.
 - b. Copy submitted to the Union President.
4. A copy of the reprimand shall be submitted to the Chief of police, through channels, for his endorsement and signature.
5. The first written reprimand shall be expunged from the Officer's file if all of the following conditions exist:

a. The officer submits a written request that has been approved by the supervisor who initiated the written reprimand.

b. A period of two (2) years have elapsed since the written reprimand was placed in the Officer's file.

c. The officer has not been reprimanded for the same offense since.

6. A written reprimand may be appealed to the Chief of police.

7. The reprimand may be appealed through the grievance procedure.

D. Chief's Hearing

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

a. Appeals Process- All cases of discipline may be processed as a grievance, beginning with Step 4 of the grievance procedure.

b. The employer agrees that upon imposing discipline, the Union representative shall be notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file.

c. When twenty four (24) months of satisfactory service have been completed from the last disciplinary action taken by the employer, all disciplinary matters appearing in the record may not be used against the employee for future disciplinary action, and written reprimands shall be removed by the Chief upon written request.

d. The department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matter scheduled to be heard at the Chief's hearing.

e. An Association officer, legal council, or both shall have the right to be present at all disciplinary hearings at the request of the member. If a Chief's hearing decision is appealed to arbitration, it shall be considered a De Novo Hearing and the Association legal counsel shall be permitted to cross examine all witnesses against the member.

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

g. Whenever a member is under investigation or subjected to interview by his/her supervisor and/or the Chief of police for any reason that could lead to disciplinary action, dismissal, such investigation or interview shall be conducted under the following conditions:

1. The interview shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required.

2. An interview shall not begin until the member has been notified that he/she has a right to have an officer of the Association present.

h. If any member is ordered to make a written statement in response to any alleged misconduct on his/her part, he/she shall have at least thirty-six (36) hours from the time of the order to comply.

i. A member who is charged with a felony or misdemeanor may be suspended by the Chief of police without pay until such time that the case is completed and a decision on discipline is rendered at a Chief's hearing. The merits of the case may be reviewed at the Chief's hearing after a decision is rendered in a criminal case regardless of the outcome of the criminal case.

j. Any member may be temporally suspended with pay from duty by any superior officer in order to insure the good order and efficiency of the department. The suspension may be continued without pay upon review by the Chief of police. Such suspension without pay will be effective the date of the Chief's review.

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

l. Any claims for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of wages that the employee otherwise would have earned less any compensation for personal services he may have received from any source during the period in question

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

n. When any member is accused of violating any criminal law, city, state or federal, the Chief shall request that the investigation shall be conducted by the appropriate state or federal law enforcement agency, and that agency shall be responsible for the manner in which the investigation is conducted. No department member will order or advise a member to comply in any way, with an investigation conducted by an outside agency.

o. This article does not apply to officers who are on probationary status except that any probationary employee shall be granted an informal hearing before the Chief before he/she is demoted. There will be no appeal to arbitration from this Chief's informal hearing.

E. Suspension

1. Violations of rules and procedures that cannot be corrected by an oral or written reprimand shall be submitted to the Chief of police through the appropriate Executive Lieutenant.

a. Report shall contain all information pertaining to the violation.

1. Dates, times, witness statements and interviews etc.

2. Officer's explanation of the incident.

3. The appropriate Executive Lieutenant's evaluation of the officer, the pending charges and the results of his/her interview with the accused.

4. It is the appropriate Executive Lieutenant's responsibility to forward this information without unnecessary delay to the Chief of police.

2. The appropriate Executive Lieutenant shall review the charges and reports.

a. Conduct interviews with the Command Officers and the officer involved.

b. Interview witnesses if necessary.

c. Report his findings with recommendations to the Chief of police without unnecessary delay.

3. The Chief of police shall review all the information pertaining to the charges with the appropriate Executive Lieutenant.

a. Conduct interview with the officer involved and others as the Chief may request.

b. Request additional information if necessary.

c. The Chief of police shall recommend the disciplinary action in writing.

F. Removal from Service

1. Commanding Officers or supervisors have the authority to relieve officers under their command for the following reasons:

a. Drinking intoxicating beverages, except in performance of a police duty, while on duty.

b. Using narcotics, unless properly prescribed by a physician or dentist.

c. Reporting for scheduled duty with the odor of intoxicating beverages on his/her breath.

d. Sleeping on duty.

e. Insubordination.

f. Any act of a serious nature that could result or has resulted in the filing of criminal charges against an officer.

2. The commanding officer or supervisor may relieve the officer of his badge and gun in the case of drinking intoxicants, use of narcotics, or criminal acts.

3. It shall be the responsibility of the supervisor to notify the Chief of police as soon as possible of his/her action and no later than the next tour of duty.

4. The officer so relieved of duty shall report to the Chief of police prior to the officer's next tour of duty or as otherwise directed.

ARTICLE XIII PRIVILEGES OF OFFICERS

Section 1. The Department will grant a necessary and reasonable time off, during working hours, and with regular pay for lost time to Association officers who must necessarily be present for direct participation in the grievance adjustments and special conferences with the Department. Such persons must receive permission from the Chief or next in command to leave their work stations and must report back promptly when their part in the grievance adjustment or conference has been completed. This privilege shall not interfere with vital police services.

Section 2. If an employee attends any meeting involving any step of the grievance procedure or special conference during a time period when he is not scheduled for work, the employee will not be paid for attending such grievance meeting or special conference, unless required to attend by the employer.

ARTICLE XIV GRIEVANCE PROCEDURE

Section 1. A grievance under this agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

Section 2. All grievances must be filed in writing within fifteen (15) calendar days of the event giving rise to the grievance, or if the employee is off on any type of leave days permitted by this contract, then the grievance must be filed in writing within fifteen (15) calendar days of his or her return to work, otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Step 1. Any employee having a complaint may first take up the matter with his/her immediate supervisor, with or without the presence of his/her representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. If no satisfactory answer or disposition is received, the complaint shall be processed as follows:

Step 2. The employee and/or his/her representative shall reduce the matter to written form stating all facts in detail and submit the same to the Chief or his designee. The Chief or his designee shall within fifteen (15) calendar days record his disposition in detail on all copies of the grievance form, returning them to the grievant or his/her representative.

Step 3. Failing to resolve the grievance in the second step, the R.C.O.A. representative shall within fifteen (15) calendar days of receipt of the supervisor's disposition, take up the matter with the Chief. The Chief or his designated representative shall within fifteen (15) calendar days of receipt of the grievance, record his disposition on all copies of the grievance form and return two copies to the R.C.O.A. representative. If the matter is not satisfactorily settled or adjusted in this step, the representative shall then process the grievance as provided in Step 4.

Step 4. Failing to resolve the issue in the third step, the Union shall within fifteen (15) calendar days of the Chief's disposition contact the Personnel Director to arrange a meeting between the Union and the Mayor or his/her designee to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which shall not exceed, Fifteen (15) calendar days from the time the Union contacts the City unless a longer time is mutually agreed upon. A written response will be provided by the City within fifteen (15) calendar days after the meeting date.

Step 5. If the grievance is not satisfactorily adjusted in Step 4, either party may, within fifteen (15) calendar days of receipt of the Step 4 answer, request arbitration in writing and the other party shall be obligated to proceed with arbitration according to the rules of the F.M.C.S. The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within fifteen (15) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with the Federal Mediation and Conciliation Service. The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement in regard to the grievance in question. His/her determination shall be final and binding on the parties and affected employee. The costs of the arbitrator shall be divided equally between the parties.

(a) Any grievance not appealed within the time limits from one step of the grievance procedure to the next will be considered settled on the previous decision.

(b.) Any grievance not answered by management within the time limit shall be considered settled at that step in favor of the aggrieved party or parties and any request contained within said grievance shall be granted by the management.

(c.) When more than one employee has been aggrieved as a result of some action taken by management, the President or his designee may file said grievance and follow all steps of the grievance procedure on behalf of the aggrieved employees or the entire R.C.O.A.

(d.) Any steps of the grievance procedure may be waived by the agreement of the Chief and the President of the Union or employee.

Any and all grievances resolved at any step of the grievance procedure as contained in the Agreement shall be final and binding on the City, the Union and any and all unit employees involved in the particular grievance.

**ARTICLE XV
AUTHORITY OF ARBITRATOR**

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

Section 1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this agreement or of applicable law or rules or regulations having the force and effect of law.

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

Section 3. Changing, altering, or modifying any practices, policy, or rule presently or in the future established by the City as long as such practice, policy or rule does not conflict with this agreement.

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

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

Section 6. Granting any right or relief for any period of time whatsoever prior to the effective date of this agreement or subsequent to the date upon which this agreement shall terminate.

**ARTICLE XVI
SERVICE RATINGS/PERFORMANCE EVALUATIONS**

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

**ARTICLE XVII
OVERTIME**

Section 1. All time worked over eight (8) hours in any one eight (8) hour scheduled day or over forty (40) hours in any work week, provided such employee is on a forty (40) hour work week schedule, shall be recorded as overtime and paid at time and one-half of his or her normal rate. Sergeants who work on a shift schedule, that work beyond their normal work schedule shall receive overtime only for those hours worked in excess of their scheduled hours. This new language shall not affect shift differentials and/or holiday pay provisions. All overtime shall be approved in advance by the immediate supervisor.

**ARTICLE XVIII
COURT TIME**

Section 1. Any employee appearing for court with a valid subpoena during non-working hours shall be guaranteed a minimum of four (4) hours court time at a rate of one and one half (1 ½) times the employee's normal rate of pay.

Section 2. If the court appearance is scheduled prior to the start of an employee's shift, then the employee will receive the full four (4) hours of court time. If the court appearance is scheduled at the end of, and is contiguous with the employee's shift, the employee will receive court time only for those actual hours spent for court duties.

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

**ARTICLE XIX
RECALL PAY**

Section 1. Employees are entitled to recall pay at a rate of one and one half (1 ½) their normal rate of pay if recalled to duty after completing their shift and before their next tour of duty. A minimum of four (4) hours shall be paid for any recall to duty unless connected to a shift. Management may require the recalled employee to work the full four (4) hours.

**ARTICLE XX
PERSONAL BUSINESS LEAVE DAYS**

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

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

**ARTICLE XXI
SICK LEAVE**

Section 1. All employees covered by this agreement who have been in the employment of the City for six (6) months or more, shall accrue one (1) sick leave day for each full month of service., Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of actual sickness or disability of an employee, or because of illness in his/her immediate family. Sick leave may also be used to meet dental appointments, or to take physical examinations or other sickness prevention measures, provided that the employee receives advance approval from his/her immediate supervisor.

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

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

A. Paid to the employee in cash at his/her then current rate of pay on the first pay period in December of each year, or

B. Rolled into the reserve sick leave bank which will be unlimited in days, which may be accumulated, but these days can only be used for actual sick leave as defined in Section D. Accumulated reserve sick leave days will be paid, at the rate earned, to the employee upon separation from the department. It is further agreed that, for purposes of this section, the earliest days used are the oldest days accumulated.

C. The employee may exercise any combination of (A) and (B).

D. Reserve sick leave bank- This sick leave shall be available for use by employees in the bargaining unit for acute personal illness or injury. Absence from work because of exposure to contagious disease, which according to public health standards, would constitute a danger to the health of others by the employee's attendance at work may also be taken under this sick leave. This sick leave bank may be used only if the normal sick leave of the employee has been exhausted. (except as provided for in Article xxviii Section A).

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

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

ARTICLE XXII PASS DAYS

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

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

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

Section 4. Pass days may not be changed once posted except by mutual consent, unless the employee is paid at one and one-half (1 ½) times normal rate, or the employee is allowed another day off as the employee so elects.

**ARTICLE XXIII
FUNERAL LEAVE**

Employees shall be allowed up to three (3) days to attend a funeral in the event of the death of a spouse, parent, spouse's parent, child, step child, brother, sister, brother-in-law, or sister-in-law with pay if within a five hundred (500) mile radius from the Romulus City Hall and five (5) days to attend such a funeral if beyond the five hundred (500) mile radius from the Romulus City Hall. Employees shall be allowed up to two (2) days to attend the funeral of a grandparent or grandchild of the employee or spouse of the employee, with pay. These times shall not be deducted from accumulated sick time or vacation time, provided an employee furnishes the Employer with a written verification of attendance at the funeral by the funeral director.

**ARTICLE XXIV
HOLIDAYS**

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

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

Section 3. Worked Holidays: Patrol division who work on any day celebrated as a holiday shall be paid one and one half (1 ½) times their straight hourly rate for the hours worked in addition to the holiday pay.

Section 4. Employees assigned to duties other than patrol division will work those holidays that fall on their normally scheduled work day, unless permitted off by their supervisor. They will receive the Eight hour Holiday pay, unless denied the day off and then they will receive the same as patrol in section 3.

**ARTICLE XXV
VACATIONS**

Section 1. Effective as of the date of the award and continuing for the duration of the contract all regular full time employees shall be entitled to vacation time with pay on the following basis:

A. Such employees who complete one (1) year of service shall be granted ten (10) working days vacation each year.

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

C. Such employees who complete five (5) years of service shall be granted twenty (20) working days vacation each year.

D. Such employee who completes ten (10) years of service shall be granted one (1) day for each additional year completed service up to a maximum of twenty-five (25) days each year.

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

1. For any unused portion of vacation time which has been granted to the employee on an annual basis as provided above, plus

2. The pro-rata amount of the annual vacation earned by the employee in the period between the last anniversary and his or her termination, based on full calendar months worked by him/her during that period.

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

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

Section 4. Vacations will not be permitted in advance of the time such vacation is earned, that is, between one anniversary date and the next anniversary date.

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

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

1. Seniority shall prevail when a conflict arises between employees.

2. Any employee who fails to make their vacation selection prior to the 15th of the preceding month shall forfeit their seniority rights.

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

be made in writing, on a form provided by the department and turned into the officer's own appropriate supervisor.

Section 8. If no employee has requested vacation time as provided for above, an employee may request and the Chief shall grant the use of less than forty (40) hours of annual leave, provided said request is made in writing at least five (5) working days in advance of the day or days requested. If the request is submitted the Chief will not, except for a departmental emergency situation, cause said utilization of vacation time to be denied.

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

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

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

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

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

ARTICLE XXVI MILITARY LEAVES

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

ARTICLE XXVII HOSPITALIZATION INSURANCE

Section 1. The City agrees to continue the hospitalization insurance plan being provided at the effective date of the contract for the duration of the contract, or its equivalent. The following amendments shall be made to the hospitalization insurance plan upon ratification by all parties:

1). All employees shall be required to make the three dollar (\$3.00) co-pay for all prescriptions which are provided for under the terms of the hospitalization insurance programs being received by the employee.

2). For those employees who are covered by the Blue Cross/Blue Shield hospitalization insurance program, said employees shall receive optical benefits as provided for under

the optical insurance rider to said policy, For those employees who receive the HMO insurance program, optical benefits are likewise included if offered by the plan.

Section 2. Employees who elect an HMO medical insurance policy shall receive fifty percent (50%) of the savings realized by the City due to the difference between Blue Cross and the HMO. Payments shall be made annually during the month of July.

ARTICLE XXVIII DISABILITY INSURANCE

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

Section 1. After thirty (30) working days of illness or injury, a qualified employee shall receive benefits equal to eighty five percent (85%) of his or her hourly rate of pay for the first twenty four (24) months without a maximum and then sixty seven percent (67%) thereafter up to a maximum of three thousand dollars (\$3,000) per month. After ten (10) consecutive work days of sick leave use, an employee may elect to use his/her sick leave in their reserve sick leave bank to qualify for this benefit

Section 2. For eligible employees, payments will begin at the next full pay period after thirty-one (31) days from the original disability, if the employee has filed a proper application within seven (7) days after the disability begins. Should the City be required to make any payments under this provision, the employee agrees that the City shall have subrogation rights for the gross payments made by the City on any subsequent payments from the disability carrier. This provision will also serve as authorization to withhold any such moneys from the employee.

Section 3. Qualified employees shall receive benefits as provided above for a period equal to their length of service with the City or age sixty-five (65) whichever is greater, except in cases of mental disorders which would have coverage for a maximum of twenty-four (24) months. (as specified in the Canada Life Policy of 1995).

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

- A. Annual Leave
- B. Personal business leave
- C. Unemployment compensation
- D. Worker's compensation
- E. Employer's contributions to the pension system
- F. Medical and dental insurance benefits shall be limited to the following:

1. The City shall continue to pay full medical and dental benefits to the member and his family during the first (2) years.

2. After two (2) years, the employee must apply for Social Security benefits. The employee shall continue to receive medical benefits until such time as said employee qualifies for Social Security benefits and Medicare payments as provided for under the Social Security Act for SSI benefits.

3. If the employee goes on Military leave as provided for under Article XXVI, all payments and other benefits shall cease during the period of time the employee is on military leave.

4. Employees may, at their option, continue to make voluntary contributions to the pension system while they are receiving long-term disability benefits; the City is not under any obligation to contribute to the pension system while the employee is in receipt of non-duty disability benefits or long term disability benefits.

G. The benefit shall be offset against any statutory benefits the employee may receive, including the reimbursement to the City of any judgment or settlement the employee may receive which is associated with his or her disabling injury or illness. This provision shall remain in effect even if the employee is no longer an employee of the City.

Section 5. Duty Connected Disability. Employees who are receiving Worker's Compensation Benefits as provided for in Article XXIX shall receive benefits as therein provided. Employees who the City determines are totally and permanently disabled as a result of a duty connected injury and are unable to perform any work for the police department shall receive the following long term benefits, after receipt of one (1) year of Worker's Compensation benefits and payment as provided for in Article XXIX.

A. When combined with statutory benefits, an employee will receive a maximum payment of eighty-five percent (85%) of the employee's then annual wage. After two (2) years of receipt of such payments, this payment will be reduced to eighty percent (80%).

B. If the employee earns wages greater than the payments provided for in section 5 above, the benefit shall then be offset against the long-term disability income insurance benefit.

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

C. The benefits shall stop upon the employee reaching age sixty-five (65)

D. If the employee redeems his/her Worker's compensation benefit for a lump sum payment, then all benefits shall stop.

E. Employees who are in receipt of worker's compensation benefits/duty disability benefits, shall continue to receive hospitalization/medical insurance benefits as provided prior to the disability.

**ARTICLE XXIX
WORKER'S COMPENSATION**

Effective July 1, 1990, in the event an employee is injured in the performance of their duties, whether on or off duty and are covered by applicable Worker's Compensation Laws, the employee will be paid the difference between Worker's Compensation benefits and full pay and contractual fringe benefits for a period not to exceed one (1) year. The City reserves the right to require an employee to work a light-duty assignment when medically fit.

**ARTICLE XXX
LIFE INSURANCE**

The City will provide forty thousand dollar (\$40,000) of basic life insurance. Accidental death benefit of twenty thousand dollars (\$20,000) shall be provided in addition to the basic life benefit. Dismemberment benefit as provided in the current insurance policy of the City will continue.

**ARTICLE XXXI
PENSION BENEFITS**

Section 1. All present members of the bargaining unit will be provided with a one (1) time option on whether they desire to remain in the City's pension plan or transfer to the MERS pension plan. Each employee must make this election in writing and said election must be provided to the City no later than December 1, 1995. The process of transfer will not begin until all elections are received or an individual fails to respond by December 1. Any individual who fails to respond will remain in the City pension plan.

A. For those members of the bargaining unit with outstanding loans with the City's pension plan who do not have sufficient funds in their employee account to cover and repay the entire loan, these loans must be repaid to the City pension plan no later than December 1, 1995 should these members desire to transfer to the MERS system. Should they fail to repay these loans by that date, they will remain in the City pension plan (this specifically refers to the amount of the loan not covered by the employees account. The employee may continue to pay on the loan that remains in his own account).

Section 2. In the future any newly promoted member of this bargaining unit will remain either in the City pension plan or in MERS predicated upon their election when they were a member of the patrol unit.

Section 3. That the level of benefits and employee/employer contributions will be as follows:

A. Employees shall receive those retirement benefits provided for in the MERS B-3 plan with 25 and out; with up to five (5) years prior service (as provided for in the previous contract). The employee shall contribute, by way of pretax payroll deduction, six percent (6%) of their base wage to the MERS plan. The City shall contribute the balance of the necessary amount to fund the plan.

B. Effective June 30, 1997, this benefit will be improved to a MERS B-4 with 25 and out, with prior service. Employee contribution will be five percent (5%) of gross instead of base. The employer shall fund the balance.

C. All funds in the current City plan, designated as the CITY CONTRIBUTION, will be used to fund the MERS plan. Those funds designated in the current plan as the EMPLOYEE CONTRIBUTION will remain the employees. The employee may obtain his/her contribution less any outstanding loans and leave the City plan completely. Members will have until June 30, 1997 to elect to take their contribution; thereafter, the funds must be left in the plan until retirement.

Section 4. The parties agree that in negotiations there will be a moratorium on either side attempting to negotiate any changes in pension benefits, plans or contributions through January 1, 1999 predicated on the above resolution of the pension issue other than those required by MERS or by State law.

Section 5 For those employees who have elected to remain with the City's pension plan, the regulations established by the City's pension committee shall apply, except as modified below.

A. Any vested employee, shall receive the City's contribution if the employee terminates his/her employment or is discharged for cause prior to reaching normal retirement age.

B. All employees shall be required to pay five (5%) percent of their wages as stated in Article XLV to the pension system; an employee may make an additional voluntary four (4%) percent contribution to the pension system. The City agrees to contribute thirteen and one half (13.5) percent of the employee's wages as spelled out in Article XLV.

C. Normal retirement shall be after twenty (20) years of service with the City without regard to age.

Section 6. All members of the bargaining unit who take a retirement shall have full paid medical insurance benefits (including optical and dental) equal to the medical insurance the employee was receiving at the time of their retirement application. The medical insurance as provided by the City to a normal retiree shall be for the employee, dependents and spouse.

Section 7. Upon application, to the Personnel Department, current employees who are members of the bargaining unit as of July 1, 1990, shall be credited with up to five (5) years of prior service credit in another police department, in order to be eligible for normal retirement.

A. for purposes of both the City and MERS pension plans, the following employees have been granted prior service credit as indicated.

EMPLOYEE NAME	PRIOR SERVICE	ADJUSTED HIRE DATE
Danny L. Snyder	5 yrs.	11/16/76
John M. Myers	5 yrs.	5/21/76
David A. Early	3 yrs.	5/19/78
Ronald E. Huggins	5 yrs.	6/15/76
Joseph A. Wedesky	5 yrs.	5/19/76
Gordon J. Malaniak	2 yrs.	5/19/79
James Rafalski	4 yrs.5 mo.	12/19/76
Robert C. Brown	5 yrs.	9/6/76
Eric Painter	2.5 yrs.	10/5/79
Emmett Barnes	5 yrs.	1/31/78

Section 8. A member shall be allowed to buy his/her service weapon for twenty-five (\$25.00) dollars upon retirement from the department, unless denied for cause. Upon retirement the City will provide the member with a police badge and identification card; both will state the rank the member held at retirement and will state "Retired".

ARTICLE XXXII TUITION REIMBURSEMENT

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

- A. The courses must be job related,
- B. Required by the college or university as a prerequisite to a degree,
- C. The employee must advise the Chief, on an annual basis, what field of study and what type of degree the employee is working on,
- D. Attendance at approved courses must be during non-working hours,

E. Reimbursement will be paid upon successful completion of the course and receiving a grade of "C" or higher.

**ARTICLE XXXIII
LEGAL COUNSEL AND LIABILITY INSURANCE**

The City will provide legal counsel and pay any costs and judgments that arise out of civil lawsuits filed against members of the association alleging any act committed while the member was on duty in the good faith performance of his/her duties. The preceding language does not apply to cases arising out of the actions of officers off duty unless otherwise directed by the Chief.

**ARTICLE XXXIV
OVERTIME ASSIGNMENTS**

Section 1. Any member of the department who is required to work overtime, either on a call in basis, or a continuation of their work duties, shall be required to check in with the Shift Commander on duty during the hours the overtime is performed.

A. It shall be the responsibility of an officer working on an overtime detail to check in and out with the Shift Commander on duty to receive credit for the hours worked.

B. Any officer working overtime due to a continuation of their duty assignment, shall have the overtime hours documented by the Shift Commander so that proper credit can be given.

C. Those individuals who fail to follow the above procedure are subjecting themselves to the possibility of not receiving proper credit for overtime hours worked.

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

Section 2. Overtime shall be equally distributed within a reasonable hour range between members within their respective work assignments or classifications.

A. All overtime to be computed on an annual basis beginning 1 January of each year.

B. All overtime hours shall be recorded on the overtime cards.

C. Officers entering the overtime system, or changing classifications, shall have the average number of hours offered entered on their overtime card as the beginning total.

D. Members who refuse overtime assignments, shall be charged, and the entry made on their overtime card, the same as if worked.

Section 3. Whenever overtime is available the overtime call shall go as follows:

A. The officer with the lowest total hours on the overtime cards shall be offered the overtime first.

B. If the officer refuses the overtime, the refusal shall be recorded on the overtime card.

C. If the caller is unable to make contact with the officer who is to be offered the overtime next, the attempt shall be entered on the officer's overtime card along with one half (1/2) of the hours to be offered.

1. This excludes vacations, personal business time, funeral leave, and extended sick time.

2. If an officer will be unavailable at his/her residence for an overtime offering, he/she may inform the on duty Shift Commander of an alternate telephone number he/she may be contacted at.

D. The remaining officers eligible for the overtime shall be offered the overtime based upon the number of hours listed on the overtime cards, with the lowest officer first called.

E. In the event an officer can not be found to work the overtime, the first person offered the overtime shall be ordered to work the overtime hours, with the appropriate number of hours recorded on the overtime card.

F. No officer shall work more than twelve (12) continuous hours as a result of an overtime assignment.

Section 4. Shift Commanders are responsible for a continuing audit of the system.

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

ARTICLE XXXV JOB ASSIGNMENTS

Section 1. Job assignments are within the purview of management, however, it is agreed that job assignments should be made in such a way as to maximize the efficiency and effectiveness of the department and the individual development of each officer. In making job assignments, the following criteria shall be used:

- A. Ability and experience to do the job.
- B. Past work record and most recent evaluation.
- C. Supervisor recommendation.

- D. Cooperation with fellow officers.
- E. Seniority of requesting officer.

Section 2. When a job assignment is available, the department will post a notice for not less than ten (10) days, stating the assignment that is available. Those officers interested in the position will submit a letter indicating their desire for the assignment.

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

ARTICLE XXXVI SHIFT ASSIGNMENT

Section 1. Patrol Lieutenants /Sergeants will be scheduled to work five (5) days and be off two (2) days each week.

Section 2. The Patrol Lieutenants/Sergeants on each shift, will be allowed to choose the same two (2) days off each week, on a monthly basis.

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

Section 4. Patrol Sergeants working the same shift will not be allowed to select the same days off.

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

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

Section 7. If an employee fails to submit a shift bid selection during the bidding period, the employee will be bypassed and assigned a bid selection by management.

Section 8. Employees on official leave at the time of shift bid selections shall have someone of their choice bid for them.

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

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

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

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

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

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

ARTICLE XXXVII OUT-OF-CLASS PAY

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

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

ARTICLE XXXVIII SHIFT DIFFERENTIAL

Shift differential shall be paid to all employees who begin work between 2:00 p.m. and 5:59 a.m. The hourly premium shall be thirty cents (\$.30) per hour. The shift premium is paid to a member in addition to his base rate for actual hours worked.

ARTICLE XXXIX UNIFORM CLOTHING AND CLEANING

Section 1. Employees will receive reimbursement once per year on August 1st for purchase, cleaning and maintenance of uniforms and equipment. The reimbursement will be to a maximum of \$550.00 for each employee. There will be no reimbursement without receipts for the purchase, cleaning and maintenance of uniforms and equipment. Employees are responsible for submitting the receipts to the Chief no later than July 15th each year.

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

**ARTICLE XL
MAINTENANCE OF CONDITIONS**

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

**ARTICLE XLI
LUNCH PERIOD**

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

**ARTICLE XLII
DEPARTMENT FILES**

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

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

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

C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the department. Said member shall have the right to have a duplicate copy for his own use at his own expense. No records, reports, investigation, evaluations, or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.

D. A member may request to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considers to be detrimental and to request its removal.

E. The Department need not comply with the above provisions for inspection in those areas where there is a current or ongoing investigation of the officer.

**ARTICLE XLIII
HEALTH AND SAFETY**

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

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

Section 3. This section shall not be construed to impair or limit the applicability of any State or Federal law or regulation affecting health and safety in department buildings and work facilities.

**ARTICLE XLIV
MISCELLANEOUS ITEMS**

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

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

Section 3. Nothing in this Agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by federal, state and local laws and rules and regulations.

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

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

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

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

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

Section 9. The union agrees that the city may require members of the Romulus command officers association to participate in written testing, covering relevant topics of job performance, on a yearly basis.

Section 10. Probation period for sergeants will remain six (6) months. There will be established a 90 day probationary period for newly promoted lieutenants.

Section 11. In the event that the City should decide to reorganize the police department, they may do the following:

- a. The records lieutenant would become a Sergeant's position.
- b. No vehicles would be provided for new shift lieutenants.

ARTICLE XLV WAGES

Section 1. As of July 1, 1997, non-probationary Sergeants, shall maintain at a rate of Twelve (12%) percent above the maximum pay for a police officer. Probationary Sergeants shall maintain at a rate of six (6%) percent above the maximum pay of a police officer for the first six months after promotion.

- a. July 1, 1998, the above spread will increase to thirteen (13%) percent.
- b. July 1, 1999, the above spread will increase to fourteen (14%) percent, with probationary Sergeant at seven (7%) as stated in section 1.

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

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

ARTICLE XLVI INVESTIGATIVE SERVICES BUREAU

Section 1. The purpose and intent of this article is to provide for supervision in the Investigative Services Division.

Section 2. The Investigative Services Division will be managed by an Executive Lieutenant.

Section 3. The Detective Bureau will be staffed by two command officers under the Executive Lieutenant.

Section 4. The S.I.U. will be staffed by a command officer under the Executive Lieutenant.

Section 5. The current three (3) bargaining unit positions in the Detective Bureau will be maintained until there is a need for Supervisory staff within other units of the organization.

**ARTICLE XLVII
PROMOTIONS**

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

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

Section 2. To be eligible in the promotional process, a member must have three (3) consecutive years as sergeant or above with Romulus P.D.

Section 3. Written test to be supplied by the Michigan Municipal League or other professional testing organization.

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

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

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

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

Section 6. Education will apply as follows:

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

Section 7. Time in rank will apply as follows:

A. One (1) point for each year in rank to a maximum of ten (10) points.

B. A partial year will apply as follows:

1. Three (3) months but less than six (6), one quarter (1/4) point.
2. Six (6) months but less than nine (9), one half (1/2) point.
3. Nine (9) months but less than one (1) year, three quarter (3/4) point.

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

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

Section 10. The employee accumulating the highest point total will be the first promoted. With additional promotions from the list consecutively.

PART B DEPUTY CHIEF'S POSITION

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

Section 2. A member promoted to the Deputy Chief's position and who subsequently returns to the bargaining unit within one hundred and eighty (180) days, shall return to his former rank, with no loss in seniority. After one hundred and eighty (180) days, the employees seniority shall be frozen back to the date of his or her promotion.

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

ARTICLE XLVIII EXECUTIVE LIEUTENANT/SHIFT LIEUTENANT

Section 1. The rank of Executive Lieutenant will be created. The Chief of Police will determine what criteria will be used, if any, to fill these positions. The Executive Lieutenants promoted must come from the current non-probationary Lieutenants and will serve at the Chief's discretion.

Section 2. Executive Lieutenants will be eligible to bid for the following job assignments, based on their ranking after the promotional procedure, pursuant to the job assignments clause of the contract.

- A. Operations Executive Lieutenant
- B. Investigative Executive Lieutenant
- C. Administrative Executive Lieutenant

Section 3. The Lieutenants not making the rank of Executive Lieutenant will fill the position of Shift Lieutenant, with day shift as an option. Two (2) additional Shift Lieutenant positions will be filled using Article XLVII to promote from Sergeant to Lieutenant.

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

Section 4. The Executive Lieutenants will remain a part of this bargaining unit.

ARTICLE XLIX SAVING CLAUSE

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

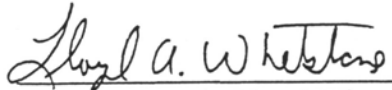
ARTICLE XLX TERMINATION OF AGREEMENT


Section 1. This agreement shall be in full force and effect from July 01, 1997 to and including June 30, 2000, and shall continue in full force and effect from year to year thereafter unless written notice of a desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

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

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this
23RD day of June, 1998.

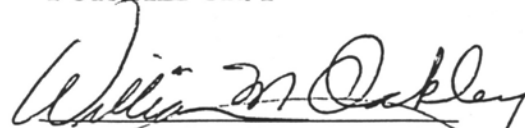
FOR THE UNION


Business Agent, Lloyd Whetstone

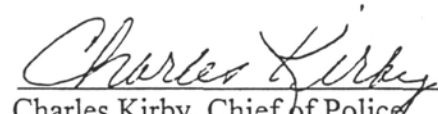

Mike Ondejko, President

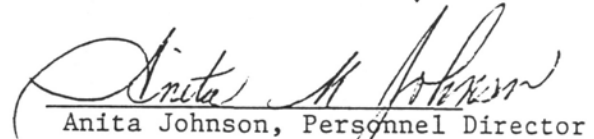

Dan Snyder, Vice President

FOR THE CITY


Mayor William Oakley


Linda Choate, City Clerk


Charles Kirby, Chief of Police


Anita Johnson, Personnel Director

LETTER OF UNDERSTANDING

Upon ratification by both parties of the tentative contract agreement dated May 4, 1998, the Romulus Command Officer's Association and the City of Romulus agree to the following change in the policy/procedures relating to the uniform dress code:

1. Effective November 1, 1998, the color of the uniform pants will be dark blue. Ties if worn will also be dark blue. The Chief of Police will designate the shade of dark blue to be worn.
2. By November 1, 1998, members will purchase the necessary uniforms to comply with this agreement. Between now and November 1, members may wear the light blue pant, the dark blue pant, or alternate if necessary.
3. Reimbursement will be by contract. The \$50.00 increase in the clothing allowance beginning July 1, 1997, is to assist in the purchase/change of uniform.

FOR THE UNION

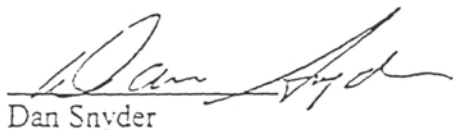


Mike Ondejko

FOR THE CITY



Chief Charles Kirby



Dan Snyder