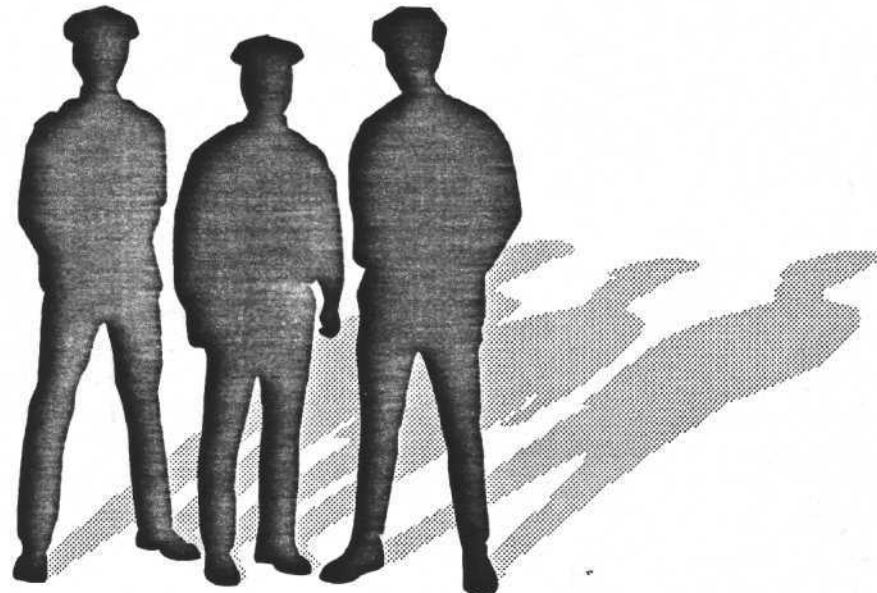


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6/30/2002

AGREEMENT BETWEEN  
THE CITY OF YPSILANTI  
AND  
POLICE OFFICERS' LABOR COUNCIL  
JULY 1, 1998 - <sup>June</sup> ~~JULY~~ 30, 2002

*Ypsilanti, City of*



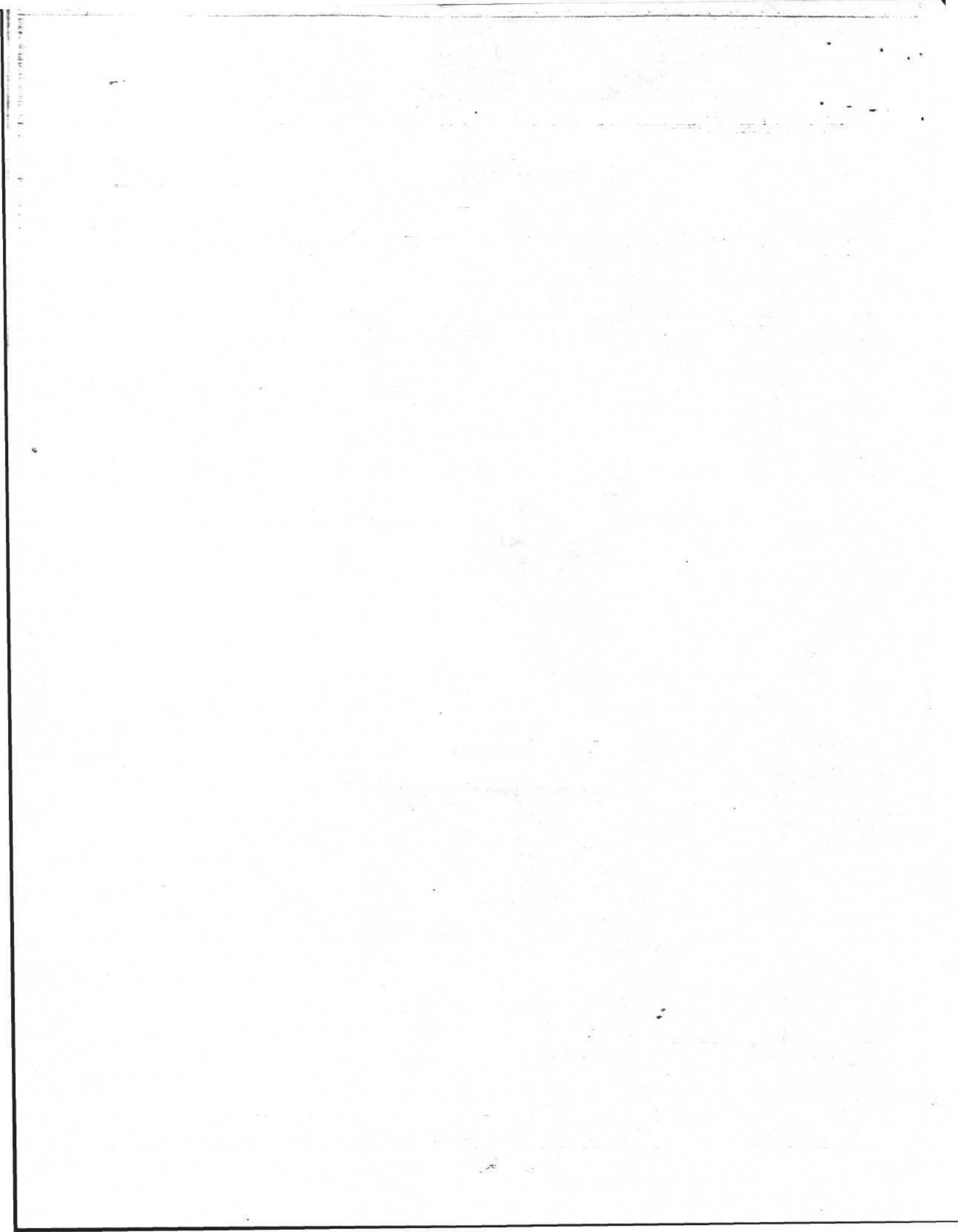
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Michigan State University  
LARRY A. ANDERSON  
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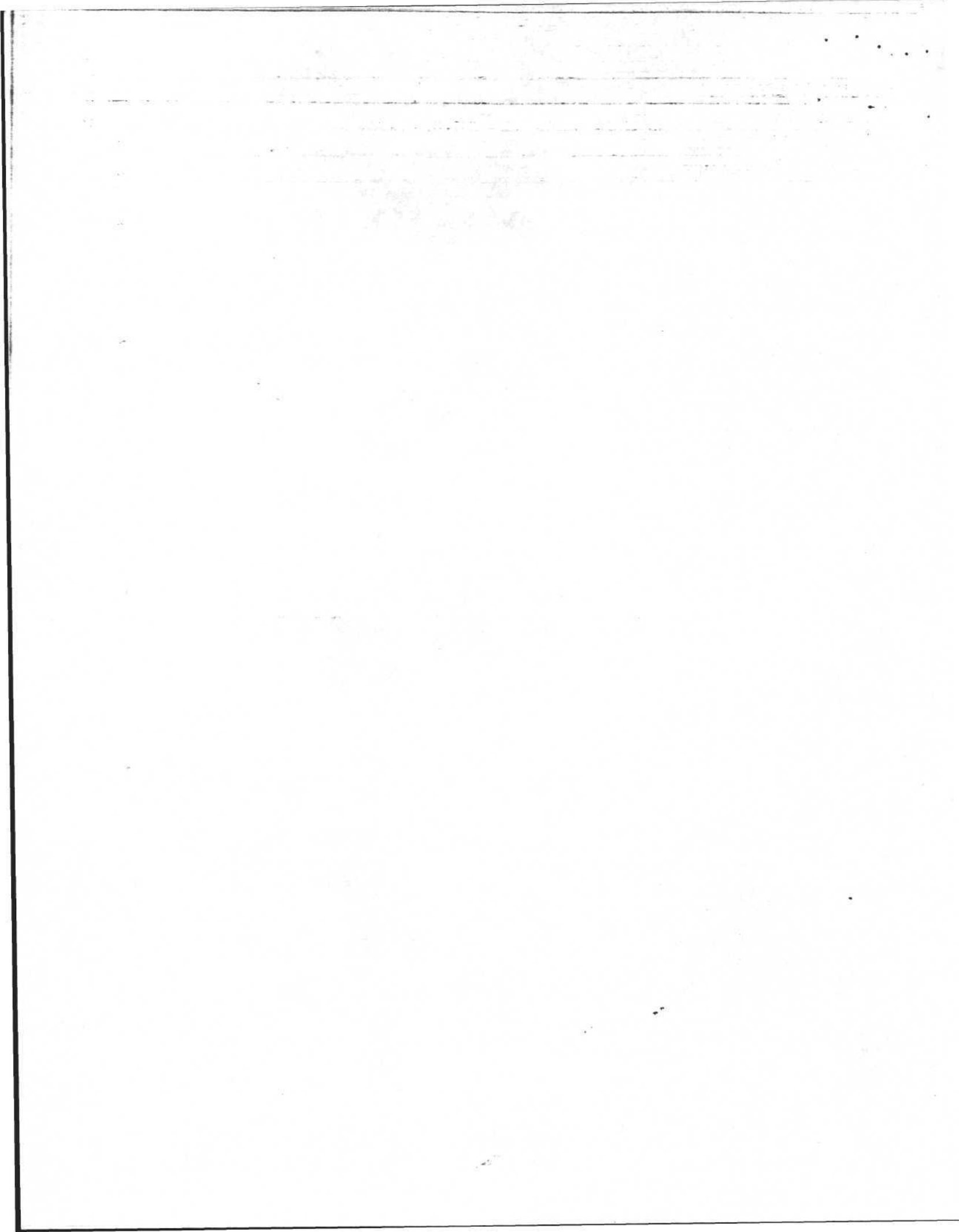
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## AGREEMENT

THIS AGREEMENT, made and entered into this 11<sup>th</sup> day of March, 1999, A. D., by and between the CITY OF YPSILANTI, a Michigan Municipal Corporation, and hereinafter termed the "EMPLOYER," and Police Officers' Labor Council, 6735 Telegraph Road, Suite 395, Birmingham, Michigan, 48010, hereinafter called the "UNION."

## WITNESSETH:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's and the employee's commitment to continue to provide quality law enforcement service in an efficient manner to the community. The Employer and the Union, for and consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

To this end, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## ARTICLE I RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Police Officers' Labor Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, hours of work, and conditions of employment for the term of this Agreement for the following unit:

Unit: All lieutenants and sergeants employed by the City of Ypsilanti Police Department but excluding all other employees, as certified by Michigan Employment Relations Commission, case number R-76E-67. In the event the Union desires to represent additional employees of the City, in appropriate units, it shall demonstrate its majority status in such additional appropriate units through a representation petition and election under the auspices of the Michigan Employment Relations Commission in accordance with Act 379 of Public Acts of 1965, as

amended.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**Section 2:** The City and Union agree that affirmative action goals are important. The Employer and the Union agree that for the duration of this Agreement neither shall discriminate against any job applicant or employee because of race, color, creed, sex, nationality or political belief, nor shall the Employer or its agents nor the Union, its agents or members discriminate against any employee because of their membership or non-membership in the Union.

## **ARTICLE II**

### **UNION SECURITY AND DUES DEDUCTION**

**Section 1:** Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union initiating their Union application form and dues deduction authorization form.

**Section 2:** The City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City Department and the Union.

**Section 3:** Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within thirty (30) days first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Union unless otherwise notified by the Union in writing within said thirty (30) days

and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such thirty (30) days period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

**Section 4:** The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Police Department and to the Union.

**Section 5:** All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the Union hereby authorizes the City to rely upon and to honor certification by the Director of Labor Services or his/her agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

**Section 6:** The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or a result from any conduct by the employer for the purpose of complying with this article.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

- A. A grievance means a dispute between the Union or an individual employee, and the City concerning the effect, interpretations, application, claim of breach or violation of this Agreement or of the rules and regulations established by the City.
- B. A grievance shall be resolved according to the following procedure:

**STEP 1**

1. A grievance shall be communicated orally, within seven (7) calendar days of knowledge of occurrence to the immediate supervisor outside of the bargaining unit.
2. Within seven (7) calendar days after the oral communication, the supervisor shall determine an answer, either alone or in consultation with his/her superiors, and communicate the answer, in writing, to the aggrieved employee. (Every possible effort should be made to settle minor complaints at this stage.)

**STEP 2**

1. If the grievance is not resolved at STEP 1, the aggrieved employee, or their representative, or both, shall, within seven (7) calendar days, present the grievance in writing indicating the facts and the sections of the contract believed to have been violated, to the Chief of the department.
2. Within seven (7) calendar days after receipt of the written grievance, the Chief of the Department shall present to the aggrieved employee a written answer.

**STEP 3**

1. If the grievance is not resolved in STEP 2 the aggrieved employee, or his/her representative, or both, shall within seven (7) calendar days, present the grievance in writing, to the City Personnel Director.
2. Within fifteen (15) calendar days after the receipt of the written grievance, a meeting shall take place, at which time the aggrieved employee, or their representative, or both, and the City Personnel Director shall attempt to resolve the grievance.
3. Within seven (7) calendar days after said meeting, the City Personnel Director shall present an answer in writing to the aggrieved employee.



**STEP 4**

1. If the grievance is not resolved at STEP 3, the aggrieved employee, or their representative, or both, shall within seven (7) calendar days, present the grievance to the City Manager in writing only.
2. Within seven (7) calendar days after receipt of the written grievance the City Manager shall present an answer in writing to the aggrieved employee.

**STEP 5**

1. If the grievance is not resolved at STEP 4, the aggrieved employee or the Union, or both, shall within seven (7) calendar days thereafter, present, in writing, to the City Manager, a notification for binding arbitration. If the Union or the aggrieved employee and the City can, within seven (7) calendar days after the presentation of the arbitration notification to the City Manager, agree on an arbitrator, said arbitrator shall be appointed.
  2. Said arbitrator shall thereafter conduct proceedings in accordance with the rules of the American Arbitration Association. An arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.
  3. If the aggrieved employee or the Union and the City cannot agree on an arbitrator, either the Union or employee or Employer may request appointment of an arbitrator from the American Arbitration Association, within seven (7) days after the expiration of the seven (7) day period provided for mutual agreement.
  4. The decision of the arbitrator whether appointed by agreement or by the American Arbitration Association, shall be binding upon both parties, and shall be enforceable in any competent court of record.
- C. All references to an "employee" shall be deemed equally applicable to the Union.
- D. Any employee of the City shall have the right to be represented at any or all of the grievance procedure steps by the Union.

- E. Any employee of the City shall have the right to request and proceed with any or all of the grievance procedures individually without the consent of the Union provided, however, that nothing herein shall obligate the Union for any costs incurred in proceedings or grievance procedure steps to which it has not given its consent to said individual employee. No employee shall exercise the option to arbitration under the preceding sentence unless he/she shall post an escrow with the City in the amount of \$500. If an employee elects to proceed with a grievance individually the Union shall have a right to be represented at all stages of the grievance process and no settlement shall be reached in contravention of this Agreement. The Union shall not be a party to or held responsible for any agreement between an individual employee and the City.
- F. Any and all time limits above may be waived by mutual agreement if reduced to writing and signed by the party or representative thereof, against who waiver of time limits is asserted.
- G. Each party shall bear its own expense of any and all proceedings. The cost, if any, of an arbitrator shall be born equally by the parties.
- H. Written responses of the City called for by the grievance procedure, STEP 2 and after shall be presented to the Union Steward.
- I. In cases of discharge or suspension without pay the employee or his/her representative, or both may commence the grievance procedure at STEP 4.
- J. Failure to comply with the time limits herein shall mean that the grievance is resolved in accordance with the position of the party last complying with the time limits.

#### ARTICLE IV STEWARDS

Section 1: The Employer recognizes the right of the Union to designate a Steward/Delegate and two alternates/delegates from the seniority list of each of the units described in Article I. Once a Steward and alternates are selected, their names will be submitted to the Police Chief and to the Personnel Department for their information.

The authority of the Steward and alternates so designated by the Union



shall be limited to and shall not exceed the following duties: the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

**Section 2:** The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his/her regular working hours. Such time spent in handling a grievance during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the Steward.

**Section 3:** Hours worked in excess of the regular schedule for processing of grievances or contract negotiations shall not be paid by the Employer.

## **ARTICLE V**

### **DISCIPLINE AND DISCHARGE**

**Section 1:** Upon receipt of an allegation or complaint of misconduct from within the department or from outside the department, the Chief, or his/her designated representative, shall conduct a preliminary investigation to determine if in fact there is a complaint and which employee is involved. At the conclusion of the preliminary investigation, the employee shall be notified of the nature of the accusation. The Chief will notify the employee's Union representative that a complaint has been made against the employee. (The employee and Union will be informed of a criminal complaint against the employee after the Chief, or his/her designated representative, conducts a full investigation, not to exceed ninety (90) days). The employee shall, at the time of notification, if he/she so desires, have the right to consult privately with their Union representative.

- (a) In severe cases where it is necessary for the Chief to immediately relieve the employee of duty, the employee shall be informed of the reason for their relief from duty and be allowed the opportunity to discuss their relief from duty with their Steward before being required to leave the premises. In the event an employee is relieved from duty, only their salary shall be discontinued until returned to duty, reassigned, demoted, suspended, or discharged.
- (b) Employees suspended with pay shall be reassigned to the day shift

for purposes of pay only. In addition, leave days can be changed to Saturday and Sunday. Employees suspended with pay will be obligated to notify the employer of their whereabouts.

**Section 2:** The Chief after notifying the employee of the complaint or accusation in accordance with Section 1 above, shall as soon as possible reduce the allegation or complaint to writing and present it to the employee within twenty-four (24) hours excluding Saturdays, Sundays or holidays.

The employee shall have twenty-four (24) hours excluding Saturdays, Sundays or holidays after receipt of the written allegation to reply. If the employee does not reply within the required time limits, the Chief may proceed as though the employee may have engaged in the conduct which was the subject of the allegation or complaint and thus proceed with an investigation of the matter. The investigation shall be conducted with all possible haste within seven (7) work days from the date the employee answers or refuses to answer the allegation, except for complicated matters (as reasonably determined by the Chief) but shall not exceed twenty (20) calendar days. Time limits may be extended by mutual agreement.

**Section 3:** The Chief shall, upon completion of the investigation, conduct a disciplinary conference. All employees shall have the right to be represented by the Union at a disciplinary conference if they so desire. Within seven (7) calendar days of the conference (unless additional time is required) the Chief shall administer appropriate discipline if warranted and forward a copy of said discipline to the employee in writing. Discipline shall be for just cause and the Chief shall not base the decision upon infractions which have occurred more than twenty-four (24) months prior to the occurrence under investigation, except for infractions which resulted in suspension without pay, which can be considered for a forty-eight (48) month period. The Employer agrees promptly upon discipline to give reason, with the exception of an oral reprimand. An employee relieved of duty shall have an opportunity to meet with their Union representative prior to being required to leave the Employer's premises. Affected employees must waive their right to representation by the Union, otherwise, the employee shall be deemed to have requested representation at the disciplinary conference. In the event an employee waives his or her right to representation, it is agreed that the Union is still entitled to be present at the hearing.

**Section 4:** In the event the employee believes the discipline administered by the Chief was unjust, it shall be a proper subject for the grievance procedure provided a written grievance with respect thereto is presented to the Chief pursuant to STEP 2 of the Grievance Procedure within two (2) days after the Chief has notified the employee of the discipline and administered same to the employee.

**Section 5:** In the event it should be decided under the grievance procedure that the employee was unjustly discharged, suspended or demoted, the Employer shall reinstate such employee and pay full compensation, partial or no compensation as may be decided under the grievance procedure, which compensation, if any, shall be at the rate of the employee's straight time earnings during the pay period immediately preceding the date of the discharge or suspension less any additional compensation that they may have earned at other employment during such period, or any unemployment compensation received.

#### **ARTICLE VI** **STRIKES AND LOCKOUTS**

**Section 1:** The Union agrees that during the life of this Agreement neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer. The Employer agrees that during the same period there will be no lockouts.

**Section 2:** Individual employees or groups of employees who instigate, aid, or engage in a work stoppage, slowdown, strike or any other concerted activity which interferes with the operations of the Employer may be disciplined or discharged.

#### **ARTICLE VII** **SENIORITY**

**Section 1:** Seniority shall be defined as an employee's length of continuous full-time employment with the Employer since his/her last hiring date. In the event an employee transfers from another City department into the Police Department his/her previous service with the City shall not be considered in departmental seniority privileges such as vacation sign up, shift preference or promotion.

**"Last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer and since which he/she has not quit, retired or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoffs due to lack of work or funds except as hereinafter provided.**

- (a) It is understood and agreed that certain employees, who left the employ of the Employer, were, at the time of their rehire, allowed seniority to the date of original hire. Employees who were given seniority to their original date of rehire shall maintain said seniority date. For pension purposes an employee rehired may be credited with original hire-in-date if he/she repays his/her contributions as stipulated by the pension act.
- (b) Department Seniority: Length of full-time service in a sworn position in the Police Department.
- (c) Unit Seniority: Length of full-time employment in the bargaining unit.

**Section 2: All newly promoted members shall serve a six (6) month probationary period. An employee may be removed during the probationary period if they demonstrate they do not have the ability or skills to perform in the position. In addition, during the probationary period the employee may elect to vacate the position. In the event the employee is removed or vacates the position, during this probationary period, he/she shall be returned to the position/rank held immediately prior to the promotion.**

The Employer as described in this section shall notify an employee removed by the Employer of the reasons for removal in writing at the time of removal.

**Section 3: The Employer will maintain an up-to-date seniority list. A copy of the seniority list will be posted on the appropriate Departmental bulletin board once a year. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their promotion date and date of last hire, starting with the senior employee's name at the top of the list. If two (2) or more employees have the same last hiring date, their names shall appear on the**



seniority list in order of the application for employment with the City of Ypsilanti.

Instances where an employee enters a rank classification by reclassification, his/her classification seniority shall date from that date of reclassification. For purposes of rank reduction and promotion, an employee's rank classification if two (2) or more employees have the same reclassification date, their seniority shall be determined on the basis of their entry dates into the rank classification from which they were reclassified. If two (2) or more employees have the same entry date into the classification from which they were reclassified, they would continue to bump downward, by seniority, including into a Police Officer rank.

**Section 4:** An employee's seniority shall terminate:

- (a) If he/she quits, retires or is justifiably discharged.
- (b) If following a layoff for lack of work or funds, he/she fails or refuses to notify the Employer of his/her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his/her address on record with the Employer or, having notified the Employer of his/her intention to return to work immediately upon receipt of a written notice sent by certified mail of such recall to his/her address on record with the Employer or having notified the Employer of his/her intention to return, fails to do so within fourteen (14) calendar days after such notice is sent.
- (c) He/she is absent for three (3) consecutive working days without notifying the Chief or his/her designee. In extenuating circumstances, exceptions may be made by the Chief. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has been terminated. If the disposition of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- (d) When he/she has been laid off from the Department for lack of work or funds for a period of twenty-four (24) or more consecutive months.

**ARTICLE VIII**  
**LAYOFF AND RECALL**

**Section 1:** The Employer may layoff a permanent employee when he/she deems it necessary, by reason of shortage of work or funds, the abolition of the position (for shortage of work or funds), material change in the departmental organization, or for other related reasons which are outside the Employer's control or which do not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned with reason to other employees already working who hold positions in appropriate classes.

**Section 2:** Employees will be laid off according to seniority, provided the employees retained are able to perform the available work.

Employees to be laid off shall have the option of taking layoff or exercise their seniority by bumping downward into the next lower classification which they held within the department, in which they have the ability to perform the available work.

The Employer shall not use an employee in a higher classification, in which he/she is not classified if another employee is laid off from there, except in emergency, to perform the same function of the higher classification.

**Section 3:** Employees to be laid off for any period of time shall be given minimum of fourteen (14) days notice of layoff. The Steward shall be given a list of employees being laid off on the same date the notices are issued to the affected employees.

- (a) When the work force is to be increased after a layoff, employees shall be recalled according to unit seniority, in reverse order of layoff.
- (b) Notice of recall may be by phone call and confirmed by certified mail to the employee's last known address.
- (c) Employees shall be granted up to (10) days to return to work upon request.

- (d) Employees who are laid off or have taken the option contained in Section 2, of this Article, who were on probation at the time of layoff and recalled to their former classification shall be required to complete the balance of their probationary period.

**SECTION 4:** For the purpose of layoffs and recalls, only the Union Steward shall head the seniority list and shall be retained at work so long as he/she is willing and has the ability to satisfactorily perform the available work. This super-seniority shall apply only to layoffs and can be exercised only after the employee holding the Steward's position has exercised his/her actual seniority. It is understood and agreed that the super-seniority referred to in this Section is solely for the purpose of retaining a job in the unit and under no condition can it be exercised for job preference under any of the terms and provisions of this contract.

The Union shall defend, indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability arising out of this Section.

**SECTION 5:** If the Employer fails to give an employee work to which his/her seniority and qualifications entitle him/her, and such work does exist and a written notice of his/her claim is filed within seven (7) days of the time the Employer first failed to give him/her such work, the employee may file a grievance. The Employer will reimburse him/her for the earnings he/she lost through failure to give him/her such work.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned for regular scheduled work.

**SECTION 6:** The Union agrees to allow those officers classified as Captain and Deputy Chief to revert back to the position they last held within the classification covered by this bargaining unit at the rate of pay of that position.

## **ARTICLE IX** **TRANSFERS**

If an employee is temporarily transferred to a position under the Employer not included in the Unit, a special conference shall be held for purposes of clarifying and agreeing to the terms of the transfer.

It shall be determined by the Employer during a special conference if the position is police related and the employee is thereafter transferred again to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which they transferred.

In the event it is not police related, the employee shall return within one (1) year in order to be eligible to return to a job classification within this bargaining unit and gain no seniority. In the event that the job classification last held by the employee has been modified or eliminated the position offered the employee shall be comparable to the one last held, at the appropriate schedule of pay for that job. In no event shall the employee be transferred back to the bargaining unit to a position considered a promotion over the one previously held in bargaining unit.

## ARTICLE X LEAVES OF ABSENCE

SECTION 1: The Employer may grant a leave of absence for personal reasons not to exceed thirty (30) calendar days without pay and without loss of seniority to an employee who has completed his/her probationary period, provided he/she presents a reason acceptable to the Chief.

SECTION 2: An employee who, because of illness, of himself or his/her immediate family (to mean only the spouse and children of the employee), pregnancy or accident, other than illness or accident compensable under the Michigan Workers' Compensation Laws, is physically unable to report for work may be given a leave of absence, upon the employee request, of not to exceed (1) year provided further that he/she supplies the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said one (1) year period to substantiate the necessity for continued leave but at no time shall said leave exceed one (1) year unless the extension is approved by the Employer. No other employment shall be permitted during a leave of absence due to illness except with approval of the Employer.

Family and Medical Leave Act Provision: Under the FMLA, illness of a parent is also covered (in addition to the covered persons listed in the preceding paragraph). Leave to care for a parent will be granted for a period of twelve (12) weeks, with the same requirements for medical certification.



The employee prior to or immediately upon commencement of the leave (for himself/herself or covered family member) will designate which leave accrual banks they will utilize during the leave, which must be used in one continuous increment. If an employee does not have accumulated leave time or elects to take the leave without pay they will be placed on "without pay" status. Once on "without pay" status, no additional leave accruals will be earned. Seniority is retained, but not earned while on "without pay" status.

Upon an employee's return to work, the Employer may require the employee to provide medical certification indicating the employee is able to return to work. Further, the Employer may require, at its expense, an additional medical examination from a physician chosen by the City. Upon return from leave, the employee must be restored to his/her original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions.

The Employer agrees to continue payment of health insurance for a total of one (1) year, beginning with the date the leave commences. (Payment will be for twelve (12) weeks for parental leave).

Section 3: A regular employee who enters the military service of the United States by draft shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Section 4: The Employer agrees to grant a leave of absence not to exceed seven (7) days in any one (1) calendar year without pay to two (2) employees designated by the Union to attend a Union convention provided said employees give thirty (30) days written notice of their intent to attend said convention and provided further that said employees can be spared without the curtailment of operations or the necessity of overtime pay on behalf of the Employer.

Section 5: An employee shall be allowed four (4) working days as funeral leave not to be deducted from sick or vacation leave, for a death of the immediate family. Immediate family is defined as: employee's natural mother, father, brother, sister, grandparents, grandchildren, natural or legally adopted daughter, son, step-parents, step-children, spouse, father/mother-in-law, brother/sister-in-law, grandparents-in-law, or

member of employees household not covered by immediate family. In the event, through the employee's own volition or circumstances, employee cannot attend the funeral he/she will be allowed one (1) funeral leave day not to be deducted from sick or vacation leave.

**Section 6:** A regular employee, who has completed his/her probationary period, who has been appointed to a public position will be granted a leave of absence without pay for a period not to exceed one (1) year. An employee appointed to a position shall not accrue seniority while on leave, unless the appointment is police related, and at the expiration of the leave he/she shall be returned to the regular job classification that he/she held prior to said leave. In the event that such job classification has been modified or eliminated the employee will be offered a job comparable to the one last held at the appropriate schedule of pay for that job.

**Section 7:** Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves of the United States for the purpose of fulfilling their annual field training obligations and when called out due to temporary civil disturbances. An application for a leave of absence for such purposes must be made as soon as possible after the employee receives his/her orders.

The Employer shall make up the difference between what an employee would have received, had he/she worked during said leave time, and the pay he/she received from his/her activities, for a maximum of two (2) weeks per year, provided said employee submits proof of payment from the military.

**Section 8:** An employee shall be entitled to charge up to six (6) days (72 hours) per year for personal business. The personal leave days shall not be accumulated, must be used within the year they are allotted, and are not to be paid for if not used during the fiscal year.

## **ARTICLE XI**

### **HOURS OF WORK AND OVERTIME**

**Section 1:** The normal biweekly work period shall consist of an average of eighty-four (84) hours; with a normal schedule consisting of seven (7) twelve hour days (see Exhibit A). Employees shall be entitled to a fifteen (15) minute break period at or near the mid-point of the first half and

second half of their shift and a forty-five (45) minute paid lunch break. It is understood that officers are always on duty regardless of break periods and shall be required to respond to those urgent aspects of their job that may arise while on break. Staff Lieutenants or plain clothes Detective Sergeants may work the 84-hour schedule or the 80-hour schedule.

The range of starting time for Field Services Teams A&B will be 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m.

A booster shift will be scheduled at times determined by the Chief, and selected by seniority.

Section 2: Administrative leave - On January 1 of each year the City shall post to each officer 156 administrative leave hours. On December 31 of that year the unused balance up to 78 hours shall be converted to cash. All hours over the 78-hour balance cannot be converted to cash and is non-accumulative. The cash payment is to be made within 31 days of December 31.

For employees entering the bargaining unit, administrative time shall be prorated based on pay periods left in the calendar year. For example, an employee is promoted in July and there are 13 pay periods left in the year. The employee would have 78 hours (6 hours per pay period x 13 pay periods).

For employees leaving the employment of the City other than retirement, up to 78 hours of administrative leave time can be converted into cash provided such time is earned in pay period increments of 6 hours. For example, an employee resigns in July having used no administrative time since January--78 hours can be converted to cash (13 pay periods x 6 hours per pay period). Employees retiring can convert up to 78 hours of administrative leave time to cash.

Section 3: The City agrees that the work schedule for the Police Department shall be posted at least fourteen (14) days in advance of the change in schedule, except during emergency periods.

Section 4: The existing practice of allowing employees to trade days and shifts shall be continued under the guidelines of the present departmental policy.

**Section 5:** Time and one half (1&1/2) of an employees regular straight time hourly rate of pay shall be paid for all time to the nearest quarter (1/4) hour, necessarily spent on the job including compensated time with regard to holidays, vacation, sick leave, and on-the-job injury which cumulatively is in excess of twelve (12) hours per day and eighty-four (84) hours per biweekly pay period. There shall be no pyramiding of premium pay.

**Section 6:** The Employer has a right to schedule overtime for emergency situations, which are consistent with the requirements of public safety. In the event that overtime is deemed necessary due to the absence of both shift command officers, the following system will be used:

The Chief or Captain will offer the overtime to the employees of the Lieutenant rank first by seniority. If there are no volunteers at the Lieutenant rank then the Chief or Captain will offer the overtime to the employees of the Sergeant rank by seniority.

If there are no volunteers available, the Department retains its right to order overtime as in emergency situations.

**Section 7:** The City and Union agree to cash payments for:

Court Time/Call-in - Three hours minimum at time and one half the hourly rate of wages in Article XIV.

**Section 8:** Accumulated administrative leave time may be used at the end of service for exiting or retiring officers.

**Section 9:** Shift rotation - All Command personnel (Field Services Teams A&B) will sign up for shift preference by seniority every four months.

All supervisory personnel assigned to the Field Services Bureau (Teams A&B) will have the opportunity, each four months, by unit seniority, to sign-up for the shift of their choice. It is agreed that the Employer may have special assignment detail and plainclothes assignments such as, but not limited to, Investigative Sergeant and Administrative Sergeant. To assure the efficient operation of the Department, the City retains the right, at its discretion, to assign probationary, transitional and special assignment employees to shifts.



**Section 10:** No two command officers working the same team will be allowed off on administrative leave time, compensatory time, personal days or vacation days at the same time.

**Section 11:** For the purposes of calculating the overtime-hourly rate, 2080 annual hours will be used.

**Section 12:** Compensatory time accumulation is set at a maximum of 250 hours. Employees at or above that maximum shall not be permitted to accumulate more compensatory time until they fall below the cap. Employee over the 250 maximum shall have overtime paid in cash.

**Section 13:** In the event an employee is required to attend a five day school (Monday through Friday), the employee will receive the weekend before and the weekend after off. In the event of a school less than five days the employee will receive a day for a day.

**Section 14:** Investigative Services Division - for every day the Investigative Services Sergeant is on standby for a call-in situation, one (1) hour of compensatory time will be granted, provided the employee's compensatory time bank does not exceed the contract maximum, in which case the employee shall receive one (1) hour of straight time pay.

**Section 15:** The City will maintain 10 sergeant positions until 6/15/02.

## **ARTICLE XII**

### **DEPARTMENTAL AND COMMAND OFFICER MEETINGS**

**Section 1:** The police department shall have departmental meetings at the discretion of the police chief. An employee may request to be excused and the Chief's denial shall not be arbitrary and capricious. Every effort shall be made to have the meetings at a reasonable time. The department shall post a notice of the meeting five (5) days prior to the date of the meeting.

## **ARTICLE XIII**

### **EDUCATION AND TRAINING REIMBURSEMENT**

The City may pay the cost of tuition and books for courses completed at college, university, and training seminars. The employee must receive prior approval from

the department head and the City Manager. The approval will not be given if the course is not job related or deemed to be beneficial to the employees' work and City services. Upon certification or a passing grade, C or better, verification of payment and prior authorization the employee shall be reimbursed for tuition and books for that course.

**ARTICLE XIV**  
**WAGES**

**Section 1:** The union will realize across the board wage increases according to the following schedule:

	7/1/98 (4%)	7/1/99 (3.0%)	7/1/00 (3.0%)	7/1/01 (4%)
Sergeant	\$53,504	\$55,109	\$56,762	\$59,032
Lieutenant	\$56,876	\$58,582	\$60,339	\$62,753

**Section 2:** Employees covered by this Agreement shall be paid in full biweekly. Not more than seven (7) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose.

**ARTICLE XV**  
**HOLIDAYS**

Employees shall be granted eleven holidays. The recognized holidays are:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
Easter Sunday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
	Martin Luther King's Birthday

In the event an employee is regularly scheduled to work on the holiday, the employee shall be paid straight time for actual time worked.

Effective January 1, 1999, a member working a 12-hour schedule shall be paid \$3000 as holiday pay on the first payday of November.

New employees shall have the holiday pay prorated over the holidays occurring after the employee's date of employment with the City.

Employees on an eight (8) hour per day schedule in lieu of holiday pay shall receive the holiday off with pay. If the individual desires the cash payment as detailed above, then an accrual must be used.

Holiday pay will be prorated for employees leaving the employment of the City based upon actual holidays occurring prior to the last day of work.

**ARTICLE XVI**  
**VACATION LEAVE**

**Section 1:** Employees are eligible to earn annual vacation leave with pay as follows:

Completion of one to four years of service	108 hours
Completion of five to fourteen years of service	156 hours
Completion of fifteen years and over of service	168 hours

**Section 2:** The choice of vacation shall be on a unit seniority basis. No employee shall be eligible for more than two (2) consecutive weeks of vacation unless the Chief of the Department grants permission. The City agrees that there will be a separate sign up sheet for Command Officers and Police Officers. A joint labor/management team will develop a vacation sign-up procedure. Vacation sign-up for 1999 will be following contract ratification. Sign-up in subsequent years will be at the beginning of each calendar year.

**Section 3:** An officer is permitted to take regular pay in lieu of vacation days not to exceed five vacation days (40 hours) per calendar year. It is mutually understood that this practice shall be discontinued if the cost to the City exceeds \$3,000 during one fiscal year.

**Section 4:** Members will not be allowed to carry over more than one year's allotment of vacation leave at the end of every calendar year. Any hours over their annual allotment will be forfeited at the end of the calendar year, unless through no fault of his/her own the vacation cannot be scheduled to be taken off. Under such circumstances the Chief of Police at his/her discretion shall allow the officer to carry the vacation over into the following calendar year.

The above provision will take effect at the end of calendar year 2000. Members will be cashed out for  $\frac{1}{2}$  of any hours over their annual

allotment at the ratification of this contract. They will be cashed out for the remaining  $\frac{1}{2}$  hours at the end of calendar year 1999 (paid on the first payroll of January 2000).

An employee, who shall be on vacation during a scheduled payday, may request to receive his/her pay in advance of the regular payday. Such request shall be made through the department to the Finance Department at least two (2) weeks prior to the start of the vacation. No advanced vacation pay will be issued in June if any part of the vacation will be taken after July 1st.

**Section 5:** In the event an officer is required to appear in circuit court on his/her vacation day(s) off the Chief or his/her designated representative shall authorize the cancellation of the vacation leave and the officer shall be scheduled to work. The vacation can be rescheduled at a later date in compliance with the vacation scheduling procedure. This section shall not apply when an officer, through his/her own volition, schedules a court appearance in district court.

## **ARTICLE XVII**

### **SICK LEAVE**

**Section 1:** Accumulation of Sick Leave Credits - Each employee of the Police Department shall acquire twelve (12) hours of sick leave credit for each month of service, not exceeding an aggregate of one hundred and forty-four (144) hours per calendar year.

An employee's accumulated unused sick leave credits at the end of the year shall be carried forward. Upon retirement or death, accumulated sick time shall be paid to the employee or his/her estate, fifty percent (50%) of his/her accumulated hours to a maximum of 1600 hours at his/her then current hourly rate. An employee will be able to accumulate sick leave beyond the maximum limitation for purpose of taking the time off, when sick.

**Section 2:** Charges Against Credits - Charges against sick leave credits shall apply as follows:

Sick Leave: An employee shall be entitled to charge sick leave for actual time absent, subject to and with prior request verification by medical certificate. Further, the employer may require at its expense an



additional medical examination from a physician chosen by the City. This provision may be invoked in illnesses that have required surgery or hospital retention that may result in limitations of the employee's job responsibilities. The employee shall inform his/her commanding officer of any physical limitation prior to the return to work. In order to receive pay for a sick day an officer shall notify the Department of the illness at least one half hour before the start of their shift.

Employees may charge sick leave to care for an ill member of their household. For leave in excess of three consecutive calendar days, see the Family and Medical Leave Act.

## **ARTICLE XVIII**

### **JURY DUTY**

An employee required to report for and/or perform jury duty as prescribed by applicable laws, for each day on which he/she reports for an/or performs jury duty during hours that he/she otherwise would have been scheduled to work for the Employer, shall be paid the difference between what he/she receives from the court as daily jury duty fees and what he/she would have earned from the Employer for the hours lost from work for jury duty. This shall not to exceed eight (8) hours of pay for those working an eight (8) hour per day schedule. This provision shall not apply for any day upon which the employee was excused from jury duty in time to reasonably permit him/her to return to work on his/her shift for two (2) or more hours unless such employee does so return to work.

In order to receive the payment above referred to, an employee must give the Employer notice as soon as possible that he/she was required to report for jury duty and must furnish satisfactory evidence that he/she reported for and/or performed such jury duty for the hours for which he/she claims such payment.

## **ARTICLE XIX**

### **MAINTENANCE ALLOWANCE**

Each employee shall receive from the City a maintenance allowance in the total amount of \$850 per year, payable semiannually on the employee's first payroll after July 1, and January 1, in advance of the employee's expenditure. Effective July 1, 1999, the amount shall increase to \$875/year. Should the employee leave the employment of the City prior to the completion of the six-month payment, a refund shall be due the City for the remaining months allotment.

If the City proposes a change for uniforms with less than 12 months notice, the City will pay the cost of the changeover, otherwise the members will be responsible for any costs associated with the changeover.

## **ARTICLE XX**

### **HOSPITALIZATION MEDICAL COVERAGE**

**Section 1:** The City agrees to pay the full premium for hospitalization medical coverage for the Employee and his/her family; the plan to be a Comprehensive Hospital Care Policy with Prescription Drug Program. Employees can choose between the traditional Blue Cross/Blue Shield MVF-II\* (has been renamed, however, the same level of benefits as currently administered shall remain in effect for the duration of the current contract) or one of two Health Maintenance Organizations approved by the City, either MCare or Care Choices. This coverage shall be applied to all Employees in accordance with respective insurance carriers hire-in agreement.

Effective January 1, 1993, the City will pay the monthly premium cost for the employee and dependents for the least expensive health care plan between the traditional Blue Cross/Blue Shield MVF-II (with Master Medical coverage) and the City's baseline Health Maintenance Organization (Care Choices - Plan 450, RX3). If the employee does not elect the least expensive health plan they will have to pay the difference in the monthly premium costs through payroll deduction.

The employees will have the option of changing health care plans each December during open enrollment. Monthly premium costs for the next calendar year for each health care plan will be provided to the union president each preceding November.

Further, the City agrees to provide optical and dental coverage in addition to the comprehensive Hospital Care Policy with the Prescription Rider.

**Section 2:** If the employee elects the traditional Blue Cross/Blue Shield MVF-II the city will offer Catastrophic Master Medical benefits, Option II in addition to the existing MVF-II, Blue Cross/Blue Shield. The Employer will pay the Master Medical benefits premium rate.

**Section 3:** If the employee is covered under another health insurance policy, and

with proper verification and signed waiver, the employee may receive payment in lieu of health insurance.

Family - \$3000/yr.

2 person - \$2000/yr.

Single - \$1000/yr.

(Payable in arrears semi-annually in June and December).

Re-enrollment to city coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in city coverage re-enrollment contracts. Upon re-enrollment the payment will be pro-rated for the actual months prior that the employee was not enrolled in the City's health coverage.

Upon termination of employment the payment will be pro-rated for actual months of waiver period employed. For the purpose of defining a month: a person working on or after the 15th day shall be considered employed for that month.

#### ARTICLE XXI LIFE INSURANCE

It is hereby agreed that the City will provide life insurance to protect the Command Officers, such insurance shall be in effect twenty-four hours a day whether the command Officer is on duty or not. Life insurance shall be term life and will pay benefits in the amount of \$35,000 for natural death and \$35,000 for accidental death (double indemnity).

The life insurance shall be provided as of the date of the signing of this Agreement.

If the employees decide to purchase further insurance benefits, they may do so and upon written notice, the City agrees to withhold from the individual's pay the amount of the extra premium.

#### ARTICLE XXII WORKERS' COMPENSATION (on the job injury)

The applicable Worker's Compensation Laws will cover each employee. The City further agrees that an employee being eligible for Workers' Compensation will

receive, in addition to his/her Workers' compensation income, an amount to be paid by the City sufficient to make up the difference between Workers' Compensation and his/her regular weekly income less applicable taxes, if any, based on forty (40) hours for a period not to exceed one (1) year. If an employee remains disabled, as the result of a job related injury over one (1) year, a City appointed physician shall examine the employee. In the event the City physician certifies that the employee continues to be disabled, the employee may use accumulated sick time to supplement the difference between Workers' Compensation being paid and the regular weekly income less applicable taxes based on forty (40) hours per week.

In the event an employee can perform job assignments other than those of his/her regular classification, the City at its discretion will attempt to reassign the employee to these duties without reduction to the employee's prevailing rate of pay.

### **ARTICLE XXIII**

#### **MANAGEMENT RIGHTS**

The City on its own behalf or on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are excised by employers, except such as are specifically relinquished herein and are reserved to and remain vested in the City including but without limiting, the generality of the foregoing the right:

- (a) To manage its affairs efficiently and economically including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation.
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- (c) To determine the number, location and type of facilities and installations.
- (d) To hire, transfer, promote, demote employees from one classification, department or shift to another, assign and layoff employees, in accordance with this Agreement.



- (e) To direct the work force, assign work and determine the number of employees assigned to operations.
- (f) To establish, change, combine or discontinue job classification and assign job duties, content and classification. The City shall have the right to establish wage rates for any new or changed classification, until such rates can be negotiated with the Union. Changes in these new rates through negotiations shall be retroactive to the start of the classification.
- (g) To determine lunch, rest periods and cleanup times, and the starting and quitting time and the number of hours to be worked.
- (h) To establish work schedules.
- (i) To adopt, revise, and enforce reasonable working rules and carry out cost and general improvement programs.
- (j) To determine the size of the workforce and increase or decrease its size.
- (k) To permit municipal employees not included in a bargaining unit to perform bargaining unit work when in the opinion of management this is necessary for the conduct of municipal services in an emergency situation or during a special scheduled event.
- (l) To discharge, discipline and demote employees for just cause.
- (m) To determine the qualifications and competency of employees to perform available work; determinations shall not be arbitrary or capricious.

#### **ARTICLE XXIV**

#### **UNION ACTIVITIES**

**Section 1:** Bulletin Board - The City agrees to furnish the space and the Union shall maintain a suitable bulletin board in a convenient place within the confines of the Police Station for the posting of Union notices and other material. The notices and materials posted shall pertain to Union business or activities and not cause embarrassment to the Department, personnel or Union.

**Section 2:** Meeting for the Union - The Union may schedule and conduct its meetings on Police Department property provided it does not disrupt the duties of the employees or the efficient operation of the Department. The Union shall obtain prior permission of the Chief before scheduling the meeting on Police Department property.

**Section 3:** Annual Meetings - The Union shall be allowed to send two (2) delegates to the POLC Annual Convention. Delegates shall be selected in accordance with the Constitution and by-laws of the POLC without loss of time or pay not to exceed six (6) manpower days per year; subject to manpower requirements and at the discretion of the Chief of Police.

#### **ARTICLE XXV**

##### **PHYSICAL EXAMINATION**

The City shall, at its expense, make available for each employee at the Chief's or employee's demand a physical examination, chest x-ray and electrocardiogram every three years. No more than three employees will be allowed an examination in a fiscal year. The employee shall sign a release making the full report available to the City. It is agreed that all employees will keep themselves in sufficiently good physical condition to perform all aspects of their job requirements. If the employee chooses to use his/her private physician, the City agrees to pay cost of it, not to exceed the amount of the City provided facility for a physical examination, chest x-ray and electrocardiogram. The employee shall obtain an authorization form from the Personnel Department, prior to obtaining the physical examination, and shall indicate whether the City facility or private physician will be utilized.

#### **ARTICLE XXVI**

##### **SAFETY PROCEDURES**

**Section 1:** The Employer shall make all provisions for the safety and health of the employee during the hours of their employment and shall endeavor to maintain its equipment in safe operating condition and equipped with safety appliances prescribed by law. The Employer shall furnish such protective devices and/or equipment, as it deems necessary to properly safeguard the health of the employees and protect them from injury.

- (a) Every employee shall faithfully observe all safety rules and shall use such safety devices and/or equipment as is required thereby. Any infraction of any safety rule or failure to use such safety devices or equipment shall subject the employee to disciplinary

action and in case of flagrant or serious violation, to dismissal.

- (b) In the event an officer believes that his/her assigned vehicle is unsafe for use during his/her tour of duty, he/she shall return it to the station. If his/her immediate supervisor agrees with the officer the vehicle shall be tagged and parked, and the decision of immediate supervisor shall not be arbitrary. Except for the emergency situations, such vehicle shall remain parked until either cleared by the Employer's mechanics as being safe for road service or released by the Chief or his/her designated representative in writing. It is understood and agreed that the vehicles will at all times be maintained in a state of general repair and will be mechanically functional.

## **ARTICLE XXVII**

### **GENERAL**

- Section 1:** Files are the expressed property of the City of Ypsilanti. All items placed in the employees' personnel file shall be shown to the affected employee. Any member may inspect his/her own personnel file upon a request to the Police Chief or his/her designated representative.
- Section 2:** An employee may not be prohibited from being deputized by the Sheriff in Washtenaw County.
- Section 3:** Mileage - When an employee is required by the Employer to provide their own transportation as part of a work assignment, exclusive of travel back and forth to work location, the employee will be reimbursed mileage at the current rate as established by the state of Michigan travel policy, which is updated every October. The Employer shall not pay for mileage for local courts within Washtenaw County.

## **ARTICLE XXVIII**

### **RESIDENCY**

- Section 1:** Within six months after the successful completion of the probationary period herein, or as otherwise established by the City, all employees shall be required to reside within a twenty five (25) mile radius of the Ypsilanti City Hall, provided however, that nothing herein shall be construed to apply to anyone who was employed by the City of Ypsilanti Police Department as of August 30, 1975.

**Section 2:** The residency requirement set out in Section 28.1 above for employees hired after August 30, 1975 will not apply to employees of the Ypsilanti Police Department who subsequently marry if:

- (a) The employee's spouse is subject to a residency requirement as a term and condition of his/her employment and,
- (b) The employee's spouse has been subjected to a residency requirement for a longer period of time than the employee has been subjected to the residency requirement.

**ARTICLE XXIX**  
**PERSONAL BELONGINGS**

When an employee suffers the damage or loss of personal wearing apparel or other effects necessary to the performance of his/her duty, as the result of service connected accidents or misconduct by other, he/she shall immediately report it to the officer in command. In reference to this Section wrist watches not to exceed \$75, eye glasses, contact lenses, false teeth, bridges, hearing aids and any item in writing that the Chief of the department authorizes employees to wear shall be deemed personal belongings.

In the event of damage or loss of the aforementioned items in the line of duty, the City shall compensate the employee for the fair market value of the damaged or lost property.

**ARTICLE XXX**  
**SPECIAL CONFERENCES**

Special conferences on important matters such as interpretation of this Agreement may be arranged between the Union and the Employer's designated representative upon the request of either party. The party requesting a special conference between the parties shall prepare an agenda and submit it to the other party, five (5) working days before said conference. Only those items on the agenda shall be discussed.

**ARTICLE XXXI**  
**PROMOTIONS**

**Section 1:** Promotions shall be on a competitive basis.



- Section 2:** The City shall post the availability of a promotional position opening. Employees desiring to be considered for the position shall sign up within fourteen (14) days of the posting. Employees shall have the minimum qualifications as stated in the posting.
- Section 3:** Employees in the rank of Sergeant will not be required to take a written examination.
- Section 4:** All eligible candidates shall participate in an Assessment Center grading the candidates leadership, supervisory, organizational, management, communication, planning, problem analysis, judgment and decisiveness skills.
- Section 5:** The City shall have the right to select any one of the individuals satisfactorily completing the assessment center for the next appointment to Lieutenant.
- Section 6:** If a promotion to Lieutenant is made it shall come from the assessment center, with the appointment coming from the Sergeant rank. The candidate shall have at least one year of experience in the Sergeant rank at the time the testing process begins in order to be eligible to participate in the promotional testing process.
- Section 7:** The promotional list compiled from a promotional exam shall be in effect for a period of two (2) years.
- Section 8:** If the City decides to establish the rank of Captain, the promotion shall be made from the Lieutenant or Sergeant rank provided the person has one year of experience in the rank of Lieutenant or Sergeant.

**ARTICLE XXXII**  
**LATERAL TRANSFERS**

- Section 1:** In the event of a vacancy or a newly created position, employees in the same rank may request a transfer. The Employer shall make their selection on the basis of their judgement of the qualifications, skills and ability of those bidding. Provided more than one employee is qualified, unit seniority will be considered. In the event the senior employee is not transferred, a statement of why he/she was not chosen shall be given to the senior employee at his/her request. The City will not be

unreasonable in its denial of the senior employee being transferred.

In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in the Police Department at least seven (7) calendar days prior to filling such vacancy or newly created position.

**Section 2:** A Sergeant may perform the duties of a Lieutenant for a period of ten (10) consecutive days without a pay adjustment.

### **ARTICLE XXXIII RETIREMENT**

**Section 1:** The figure of two and one-half (2&1/2) percent shall be used to compute the retirement benefits as provided under Act 345 of Public Acts of 1937 as amended.

**Section 2:** Officers wishing to retire shall provide the City a 90-day notice.

**Section 3:** All employees, regardless of age, of the bargaining unit may retire after completing twenty (20) years of service with the Ypsilanti Police Department. Each employee agrees to raise his or her retirement contribution from 5% to 10% of gross wages to cover this cost.

**Section 4:** Effective with any employee retiring after July 1, 1986, the City agrees to pay the Blue Cross/Blue Shield, MVF II, the drug rider, optical, dental and master medical for the retiree's spouse and eligible dependents as provided below. The retiree's portion of health care coverage as described above shall continue to be paid by the pension fund. Upon eligibility the premiums of all health care insurance shall be reduced to reflect the coordination of benefits under Medicare.

Effective July 1, 1992 the cost of the spouse and dependent coverage to be paid by the City general fund will increase to \$150.00 per month. The City and the Union agree that the Retirement Board shall assume the cost of an additional \$50.00 per month toward the retiree's spouse and/or dependents.

Effective July 1, 1998, the City shall pay the premium for dental and optical premiums for a retiree's spouse and/or dependents.

**Section 5:** Health and Dental Waiver - If a retiree is covered under another health

and dental insurance policy, and with proper verification and signed waiver, the retiree may receive payment in lieu of health and dental insurance, according to the following schedule:

Family Coverage - \$2,000/year  
2 Person Coverage - \$1,000/year  
Single Coverage - \$750.00/year

Payable in arrears semi-annually in June and December.

Re-enrollment to City coverage can be accomplished during the open enrollment period annually or immediately if other coverage is terminated, as provided in City coverage re-enrollment contracts. Upon re-enrollment the payment will be prorated for the actual months prior that the retiree was not enrolled in the City's health and dental coverage.

Section 6: Average Final Compensation shall be determined by using the highest three (3) consecutive years of the last ten (10) years of service.

Section 7: Annuity Withdrawal - The members of the bargaining unit may withdraw their accumulated contributions with interest at retirement and thereby forfeit the portion of their retirement allowances which was financed by their contributions. The interest rate shall be computed on the month the petition for retirement is received.

To compute the current "market" rate of interest for purposes of computing the forfeited benefit the City shall use the Pension Benefit Guaranty Corporation Actuarial rates calculated monthly. This retirement benefit shall be computed on a no loss, no gain basis to the retirement system and City.

Section 8: Effective on the date of this contract signing the service year eligibility period for eligible survivors of non duty death of a service member are reduced from 20 years of service to 10 years of service.

Section 9: Effective on the date of this contract signing a surviving spouse receiving a retirement allowance as provided for under Act 345 can remarry without the loss of the allowance.

Section 10: The City and the Union agree to complete a no objection agreement

where the Retirement Board can obtain an IRS ruling identifying our retirement system as a two plan system provided this is not a cost to the city in implementing and administering the plan.

**ARTICLE XXXIV**  
**WAIVER CLAUSE**

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**ARTICLE XXXV**  
**EFFECTIVE DATES/DURATION**

It is agreed between the parties that this contract shall continue in full force and effect until 11:59 p.m. June 30, 2002. If either party desires to modify this contract it shall give written notice within two (2) months of the expiration date of this Agreement and negotiations for a new contract shall commence thirty (30) days after that date.


In the event that the City and the Union fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and noneconomic items by June 30, 2002, this Agreement will remain in effect until the issues are resolved by negotiations, mediation, or "Act 312" arbitration.

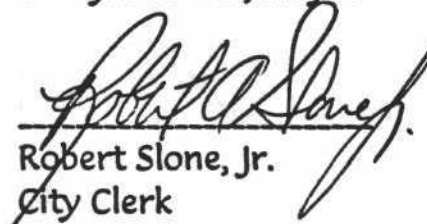
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives.

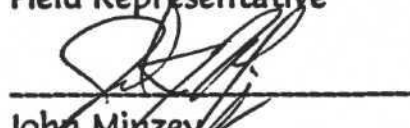
CITY OF YPSILANTI, MICHIGAN  
A MUNICIPAL CORPORATION

POLICE OFFICERS' LABOR COUNCIL

By:   
Cheryl Farmer, Mayor

  
Homer LaFrinere  
Field Representative

  
Robert Slone, Jr.  
City Clerk

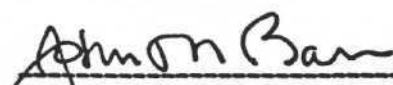
  
John Minzey  
Chief Steward

  
Shari Gregory  
Personnel Administrator

10/28/99  
Date

Date 10/28/99

APPROVED AS TO FORM:

By:   
John M. Barr, City Attorney

10/28/99  
Date



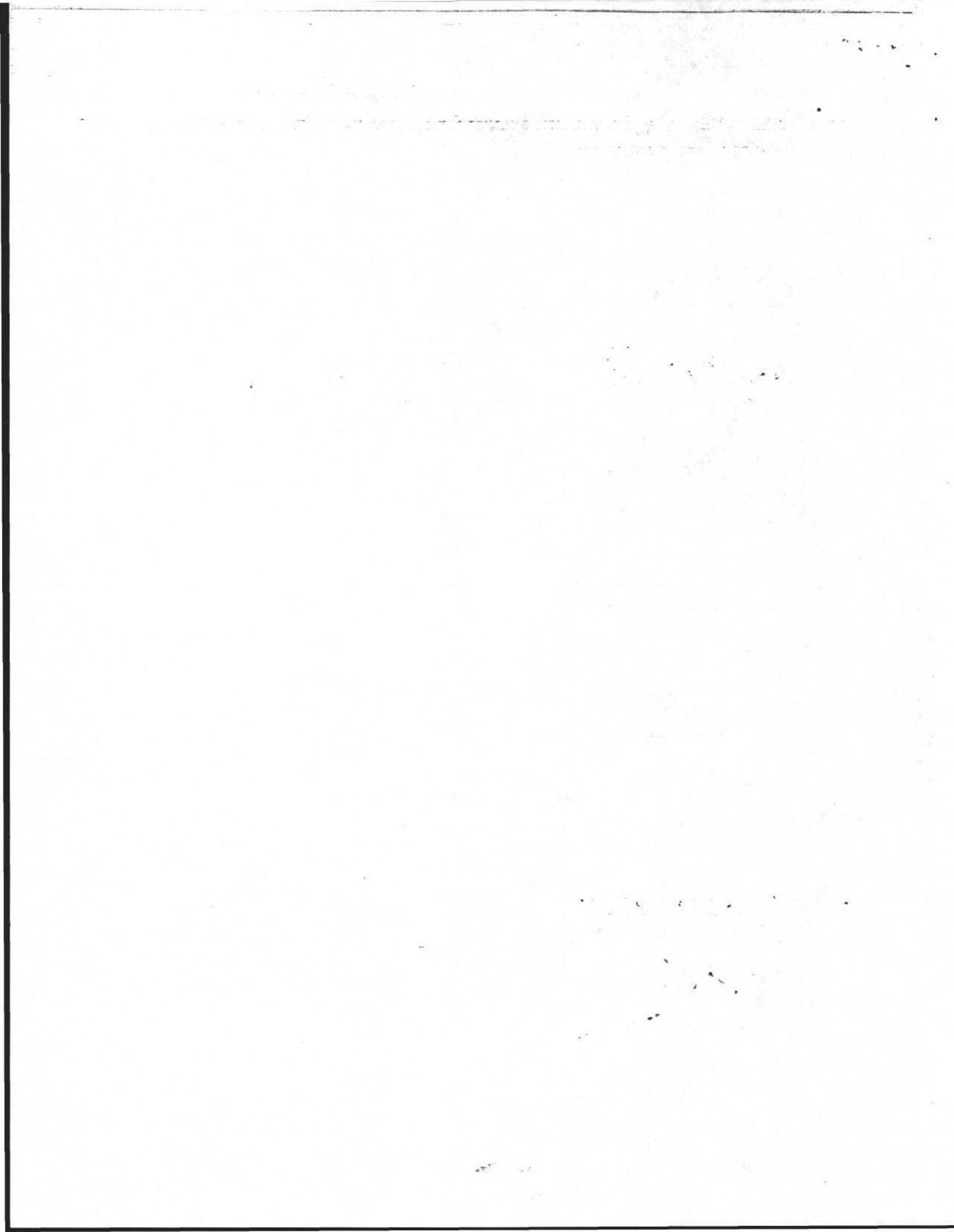
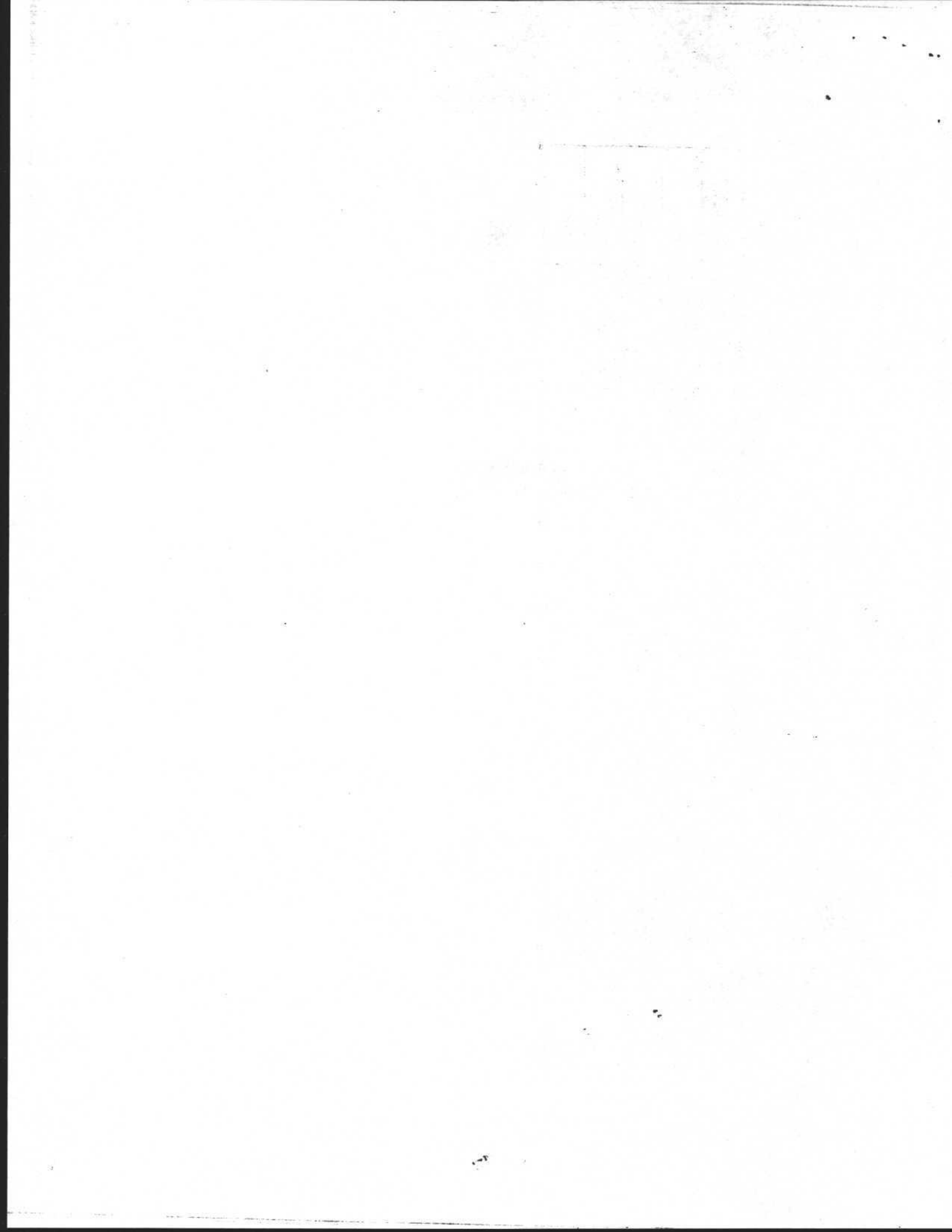


EXHIBIT A

84 HOUR BIWEEKLY  
12 HOUR SHIFTS

ILLUSTRATION OF THE 28 DAY CYCLE

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF
OFF	WORK	WORK	OFF	OFF	WORK	WORK
WORK	OFF	OFF	WORK	WORK	OFF	OFF



**WAGE SCHEDULE  
EFFECTIVE 7/1/98**

**SERGEANT**

**STEP/GRADE    PC1-1**

<b>ANNUAL</b>	<b>\$53,504</b>
<b>BIWEEKLY</b>	<b>\$2,057.84</b>
<b>HOURLY</b>	<b>\$25.723</b>

**LIEUTENANT**

**STEP/GRADE    PC2-1**

<b>ANNUAL</b>	<b>\$56,876</b>
<b>BIWEEKLY</b>	<b>\$2,187.52</b>
<b>HOURLY</b>	<b>\$27.344</b>





**WAGE SCHEDULE  
EFFECTIVE 7/1/99**

**SERGEANT**

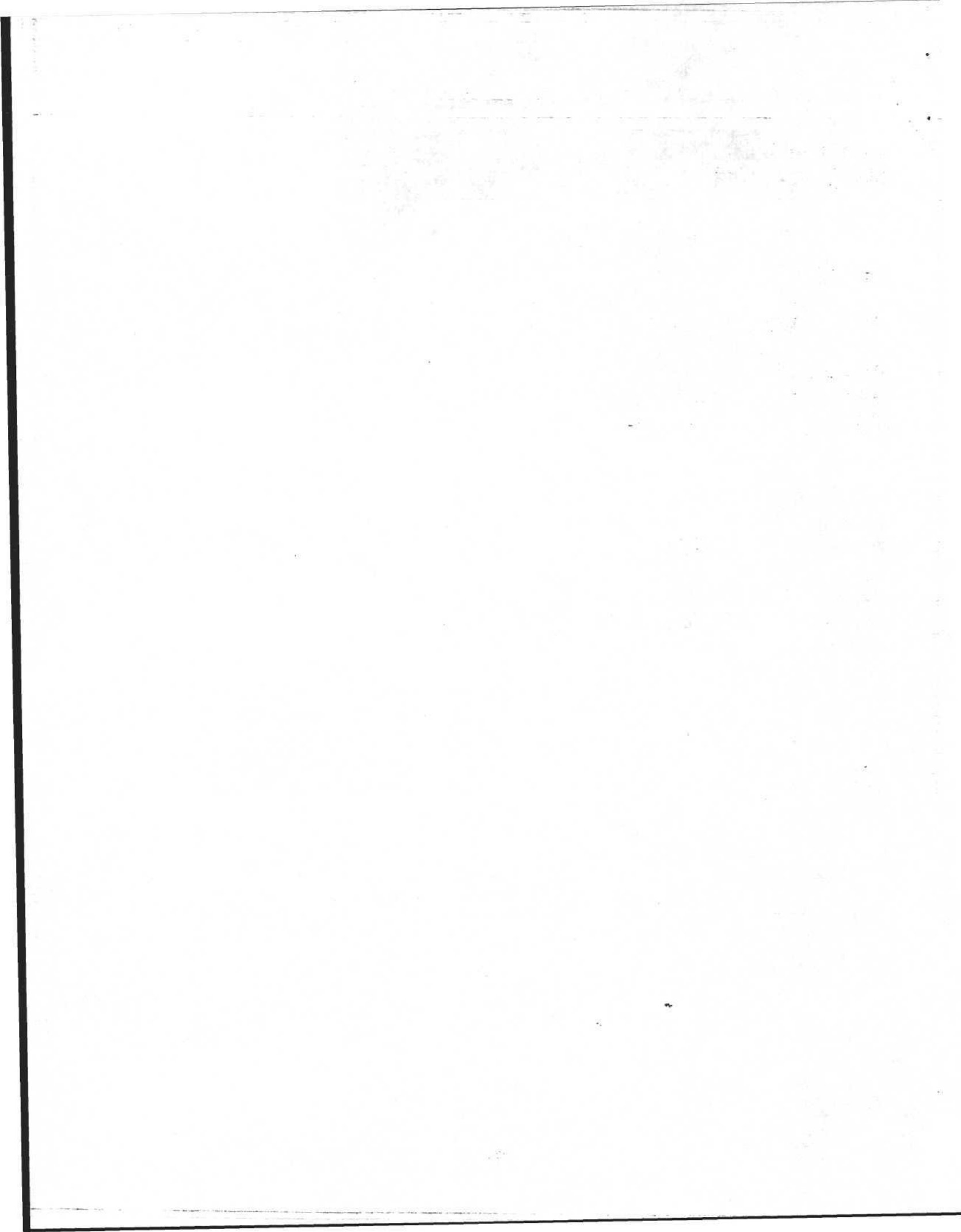
**STEP/GRADE    PC1-1**

<b>ANNUAL</b>	<b>\$55,109</b>
<b>BIWEEKLY</b>	<b>\$2,119.58</b>
<b>HOURLY</b>	<b>\$26.495</b>

**LIEUTENANT**

**STEP/GRADE    PC2-1**

<b>ANNUAL</b>	<b>\$58,582</b>
<b>BIWEEKLY</b>	<b>\$2,253.16</b>
<b>HOURLY</b>	<b>\$28.165</b>



**WAGE SCHEDULE  
EFFECTIVE 7/1/00**

**SERGEANT**

**STEP/GRADE    PC1-1**

<b>ANNUAL</b>	<b>\$56,762</b>
<b>BIWEEKLY</b>	<b>\$2,183.16</b>
<b>HOURLY</b>	<b>\$27.290</b>

**LIEUTENANT**

**STEP/GRADE    PC2-1**

<b>ANNUAL</b>	<b>\$60,339</b>
<b>BIWEEKLY</b>	<b>\$2,320.75</b>
<b>HOURLY</b>	<b>\$29.009</b>





**WAGE SCHEDULE  
EFFECTIVE 7/1/01**

**SERGEANT**

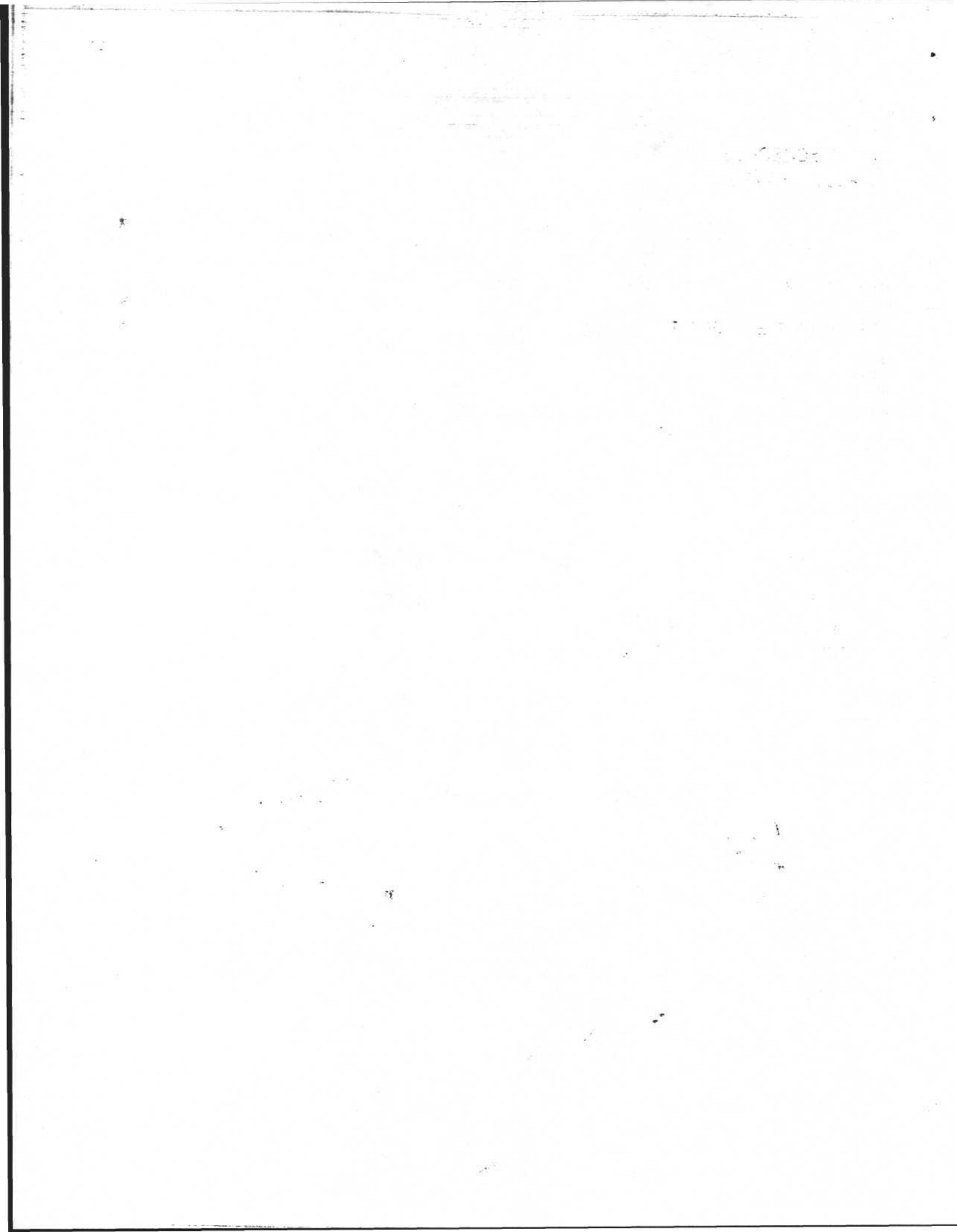
**STEP/GRADE    PC1-1**

<b>ANNUAL</b>	<b>\$59,032</b>
<b>BIWEEKLY</b>	<b>\$2,270.48</b>
<b>HOURLY</b>	<b>\$28.381</b>

**LIEUTENANT**

**STEP/GRADE    PC2-1**

<b>ANNUAL</b>	<b>\$62,753</b>
<b>BIWEEKLY</b>	<b>\$2,413.56</b>
<b>HOURLY</b>	<b>\$30.170</b>



**LETTER OF AGREEMENT BETWEEN THE CITY OF YPSILANTI  
AND THE POLC**

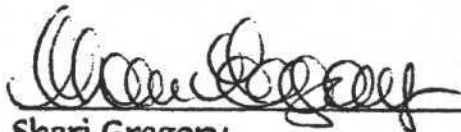
The parties agree to modify the current collective bargaining agreement Article IV, Section 1 (Stewards) to read:

"The Employer recognizes the right of the Union to designate a Steward/delegate and two alternates/delegates...."

Remainder of Article is modified to recognize two alternates.

**AGREED:**

**FOR THE CITY:**



Shari Gregory  
Personnel Administrator

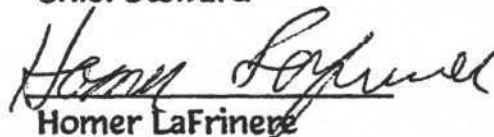
4/28/99

Date

**FOR THE UNION:**



Jeffrey Lewis  
Chief Steward



Homer LaFrinere  
Business Representative

4-28-99

Date

TABLE 2. SUMMARY OF RESULTS

The following table summarizes the results of the study. The data shows a significant increase in the number of cases over the period of observation. The increase is most pronounced in the latter part of the study, suggesting a trend that warrants further investigation.

It is noted that the data is subject to certain limitations, particularly in the area of sample size and the potential for bias.

Further research is needed to clarify the underlying causes of the observed trends and to develop effective strategies for addressing the issue.

The findings of this study have important implications for policy-making and for the development of targeted interventions.

In conclusion, the study has provided valuable insights into the complex nature of the problem and has identified key areas for future research.

The authors would like to thank the following individuals and organizations for their support and assistance throughout the course of the study.

Special thanks are due to the research assistants who worked tirelessly to collect and analyze the data.

The authors also wish to express their appreciation to the funding agencies that made this research possible.

Finally, the authors would like to thank the participants who made this study possible by sharing their experiences and insights.

The authors have no conflicts of interest to declare.

Correspondence should be addressed to the lead author at the following email address: [email address]

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