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6/30/2002

Collective Bargaining Agreement

CITY OF TRENTON

and

TRENTON POLICE OFFICERS ASSOCIATION

an affiliate of the Michigan Association of Police

January 1, 1999 - June 30, 2002

Trenton, City of

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AGREEMENT

THIS AGREEMENT, entered into September 13, 1999, by and between the City of Trenton, a Municipality in Wayne County, Michigan, hereinafter referred to as the "City", and the Michigan Association of Police and its affiliate Trenton Police Officers Association, representing a unit of the Trenton Police Department hereinafter referred to as the "Association", witnesseth:

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Association.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I RECOGNITION

SECTION 1.

The parties hereto have entered into this Agreement pursuant to the Authority of ACT 379 of the Public Acts of 1965, State of Michigan, as amended: The City recognizes the Association as sole collective bargaining agent for matters pertaining to wages, hours and other conditions of employment for the police department members included in the bargaining unit.

SECTION 2.

"City" shall include the elected or appointed representatives of the City of Trenton, Michigan.

"Association" shall include the elected officers or representatives and members of the Michigan Association of Police and its affiliate Trenton Police Officers Association, Trenton, Michigan. Whenever the singular number is used, it shall include the plural.

"Chief of Police" shall include his designee.

SECTION 3.

This Agreement shall be applicable to the Sergeants, Corporals, Patrol Officers and exclude all other members of the Trenton Police Department.

ARTICLE II REPRESENTATION

SECTION 1.

The employees shall be represented by a committee of four (4) members, one of whom shall be the Chairman, who shall be elected in any manner determined by the employees. There may be an alternate appointed in the absence of a regular committee member. This committee shall be selected from a group of nominees on the seniority list.

SECTION 2.

Promptly following the effective date of this Agreement, the Association and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

ARTICLE III BARGAINING UNIT ACTIVITIES

SECTION 1.

The City and the Association agree that neither will discriminate against any employee because of the exercise of the employee's legal rights or because of race, religion, or membership or lack of membership in the Association.

SECTION 2.

The Association shall be provided a suitable bulletin board in the Police Department squad room, for the posting of notices or other material relevant to the Association's use thereof.

SECTION 3.

The Association may schedule meetings on City property which are not disruptive of the duties of the employees or the efficient operation of the Department provided they give prior notice to the Chief of Police or designee.

SECTION 4.

Officers and other representatives of the Association shall be afforded time during regular working hours without loss of pay to fulfill the Association responsibilities including negotiations with the City, processing of grievances and the administration and enforcement of this Agreement. This shall not be interpreted to exceed more than two (2) members of the Association plus the grievant on grievances. Members shall be allowed to fulfill these duties upon notification to the Chief of Police. One member shall be allowed to attend the State M.A.P. meetings upon notification to the Chief of Police at least two (2) days prior, with the approval of the Chief of Police.

SECTION 5.

The City will deduct from wages due officers covered by this Agreement, upon signed authorization by individual officers, membership dues or service fees (including initiation fees, dues and service fees), or assessments, as certified by the Association. Membership dues or service fees shall be equal in dollar amounts for all employees and shall be deducted from the employee's first check each month, and forwarded to the Local Association Treasurer at the end of that month. Assessments shall be in equal dollar amounts for all employees and shall be deducted from the employee's second check each month, and forwarded to the State Association Treasurer at the end of that month. The authorization shall be irrevocable for the term of the Agreement.

ARTICLE III (continued)
BARGAINING UNIT ACTIVITIES

SECTION 5. (continued)

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and By-laws, refund to the employee will be made by the Local Union.

SECTION 6. LIMIT OF EMPLOYER'S LIABILITY

The employer shall not be liable to the Union by reason of requirements of the Article for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE IV
AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that any Employee covered by this Agreement, who is not a member of the Union at the time this Agreement becomes effective, shall be required as a condition of employment to either become a member of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, for the duration of this Agreement.

ARTICLE V
OTHER AGREEMENTS AND ORGANIZATIONS

The City shall not enter into any collective bargaining agreements with Association employees, individually or collectively or with any other organization which in any way conflicts with the provisions of the Agreement.

ARTICLE VI
NO STRIKE CLAUSE

SECTION 1.

As used in this contract, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE VI (continued)

NO STRIKE CLAUSE

SECTION 2.

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in a strike, or any concerted effort to diminish the quality or quantity of the work performed by members of the Bargaining Unit. In the event of any of the above violations of this Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out employees during the term of this Agreement.

SECTION 3.

In the event of a strike, work stoppage, intentional damage to, or the intentional rendering inoperable of, any equipment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

ARTICLE VII

RIGHTS OF EMPLOYER

There is reserved exclusively to the City all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility: Provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages, and working conditions of any of the members of the Union.

ARTICLE VIII

HOURS OF EMPLOYMENT

SECTION 1.

As the Police Department is a seven (7) day, twenty-four (24) hour operation, the work schedule for employees of the Police Department shall be eight (8) hours in a twenty-four (24) hour period. The work week in the Police Department shall be 11:01 p.m. Sunday, through to and including 11:00 p.m. the following Sunday. No employee shall be required to work more than fifty-six (56) hours in a work week excluding court time, except in cases of emergency as determined by the Chief of Police. Any time worked in excess of eight (8) hours per day or forty (40) hours in any one week shall be compensated at the rate of time and one-half.

SECTION 2.

All new officers shall serve a probationary period as directed and deemed necessary by the Chief of Police. This period shall not be less than twelve (12) months of on-the-road training/experience.

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days, provided such trades do not permit the employees involved to gain overtime as a result thereof. New probationary officers shall be permitted to voluntarily trade work or leave days with other new probationary officers only upon completion of their FTO program, provided such trades do not

ARTICLE VIII (continued) HOURS OF EMPLOYMENT

SECTION 2. (continued)

permit the employees involved to gain overtime as a result thereof. In the event a trade is approved and a subsequent event occurs requiring the employees involved to work overtime, the trade will not be rescinded. Trade requests will be answered within twenty-four (24) hours.

- A. Members of the Police Department, with consent of the Chief of Police, may be permitted to change shifts.
- B. Work leave days in cases of emergency must be authorized by the Chief of Police.
- C. When an employee works four (4) or more hours in a higher classification of work, including command positions, the employee shall receive the rate of pay of the higher classification for the total eight (8) hours worked in the higher classification.
- D. It is the intent of the City and the Association to provide a method of according employees (excluding probationary employees) an equal opportunity to work such overtime as the City deems necessary to maintain a safe and orderly police operation. The overtime shall be applied in a consistent and equitable manner. The City shall exercise good judgement in contacting employees. Probationary employees will be considered for overtime in the event of an emergency and only after all eligible employees have been contacted. At the end of the probationary period, the employee shall be added to the overtime chart with an average in overtime hours and all overtime hours worked while on probation shall be added to the averaged hours.
- E. Employees required to attend mandatory training schools in addition to their regular shift hours, eight (8) per day or forty (40) hours per week, shall be compensated at the rate of time and one-half.
- F. The City will designate the number of employees working a shift to maintain safe and orderly police protection. New probationary officers shall not be considered as part of the minimum shift complement until such time as the officers satisfactorily complete the department's Field Officer Training (FTO) program, which will be not less than eighteen (18) weeks in duration. Vacancies that are filled will be filled according to the overtime schedule, with the low employee in hours to be called first. New probationary officers shall not be considered eligible to fill these overtime assignments.
- G. Officers who function as a Field Training Officer (FTO) shall receive a premium payment of one hour for each shift the officer is assigned to a probationary officer's field training. Payment will be made at the hourly rate of the FTO at the time of the assignment. All compensation earned as a result of this one hour premium payment shall not be charged against the Field Training Officer (FTO) on the overtime board.
- H. The following overtime policy shall be adopted:
 - 1. Overtime shall be considered to be any hours worked in excess of the regular shift hours, eight (8) hours per day or forty (40) hours per week, where the employee is paid time and one-half or receives compensatory time at time and one-half for the hours worked.

ARTICLE VIII (continued)
HOURS OF EMPLOYMENT

H. (continued)

2. The officer with the least amount of hours shall be contacted to work the overtime. If two or more officers have an equal amount of hours, then seniority shall prevail.
 - a. A refusal shall be when the officer has refused the overtime or cannot be contacted. However, the refusal will only be noted and the officer will not be charged regardless of the amount of hours. If the officer either refuses or cannot be contacted for overtime next time the officer is eligible, he/she will be charged, regardless of hours.
 - b. If an officer has been charged, his/her next eligible overtime will repeat the process in 2(a) above.
 - c. Contact shall mean by phone, or by verbal conversation while the officer is on duty.

A fifteen (15) minute waiting period for a reply will be allowed in the event the officer may not be home. In cases of emergency, the fifteen (15) minute period will be waived.
3. The eligible employee may be contacted as soon as it is determined that overtime is required. If there are eight (8) or less hours before the overtime is to commence and the eligible employee cannot be contacted, or has refused the overtime, then the eligible employee next in line for the overtime shall be called. If the first employee has been called, and has refused the overtime, then the second eligible employee may be contacted outside the eight (8) hours period.
4. All overtime hours, worked or refused, excluding court time, will be charged against the officer; exceptions: (1) the officer retains the right to refuse any overtime in excess of sixteen (16) hours, excluding court time during a one-week work period without being charged a refusal; (2) the officer retains the right to refuse, without being charged a refusal, any overtime that would require the officer to work more than sixteen (16) hours in a twenty-four hour period, including court time.
5. In cases of emergency, overtime assignments of three (3) hours or less, may be filled by a qualified employee already at work rather than call out an employee not on the shift.
6. If overtime is needed for three (3) hours or less at the beginning of a shift, an employee from the previous shift shall be called first.

In the event that a man shortage occurs during the course of a shift, and that the overtime involved is three (3) hours or less, an eligible employee from the following shift shall be called first.
7. Employees will not work consecutive midnight and day shifts except in cases of emergency.

ARTICLE VIII (continued)
HOURS OF EMPLOYMENT

H. (continued)

8. Employees on furlough will not be considered for overtime except in cases of emergency, when all eligible employees are working, or have had an opportunity to work on an overtime basis. Employees shall not be charged for overtime hours refused while on furlough, unless the overtime hours offered are after the furlough period.

9. Employees on sick leave or funeral leave will not be considered or charged, except in cases of emergency for overtime until 24 hours have elapsed from the start of their time off.

Employees on compensatory time off of four hours or more, sick bonus days or personal leave days, will not be considered or charged, except in cases of emergency, for overtime for eight (8) hours prior to the start of their time off and for eight (8) hours after their time off has elapsed.

10. Employees will be charged on the overtime chart with the amount of hours worked or refused as set forth above.

Any errors of eight (8) hours or less on call-in time shall be looked upon as an oversight.

Any error(s) regarding overtime if the result of action(s) by members of this bargaining unit shall be resolved within the bargaining unit and the City shall not be responsible nor shall said error(s) or action(s) be subject to the grievance procedure.

11. An officer may be charged only once on the overtime chart in an eight (8) hour shift.

12. An officer shall not be considered eligible for an overtime detail when such detail overlaps the officer's regularly scheduled hours if another officer is available to work the entire proposed overtime shift.

13. Officers from this bargaining unit who are assigned to the Youth and Investigation Bureau will maintain their own overtime schedule separate from the Road Patrol.

14. After accepting an overtime assignment, any officer who does not complete the specified hours accepted will be charged a refusal for the amount of hours not completed.

15. Upon having exhausted the procedures in the above sections for call-in and overtime and the vacancy continues to exist, an emergency shall be deemed to exist. All officers shall be declared eligible, except as listed below, and the next officer contacted shall be ordered to work. The call-in process shall begin by attempting to contact the officer with the fewest overtime hours. Contact in this section shall be made either face to face, by phone or by radio transmission.

ARTICLE VIII (continued)
HOURS OF EMPLOYMENT

15. (continued)

Exceptions are officers scheduled:

- a. For vacation;
 - b. For a personal leave day;
 - c. For funeral leave; or
 - d. Off as ill or injured.
16. Officers assigned to full time duty in any law enforcement agency outside of the department (i.e.: SEMCO, DRANO, DRAT et al) shall not be included in assignments for overtime within the department unless recalled from the outside agency.
17. If overtime is needed at the end of a shift and all officers who are working have turned down the overtime and it is necessary to order an officer to fill the overtime, the officer lowest in seniority on that shift will be ordered to work.

ARTICLE IX
VACATIONS

SECTION 1. REQUIREMENTS

- A. The anniversary date for the computation of credit is understood to be March 1st of each year and runs concurrently through March 1st of the following year. Upon termination of employment, vacation benefits will be prorated and paid to date of termination.
- B. An employee's total earned vacation benefit shall be divided as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
 1. The Summer Period shall run from May 1st to September 30th.
 2. The Winter Period shall run from October 1st to April 30th.

Employees with three (3) and five (5) weeks vacation time may designate which vacation period summer or winter - they wish the excess week applied.

In the case of dividing an excess number of vacation days over twenty (20), employees shall be allowed to indicate their preference as to which vacation period they wish the excess days applied, or employees may be permitted to take the days individually, providing no overtime is involved.

Employees eligible for fifteen (15) or more vacation days may, if no overtime is involved, and with the approval of the Chief of Police, take one (1) day at a time for anything over fifteen (15) days.

ARTICLE IX (continued)
VACATIONS

C. Vacation schedules shall be posted by March 15th and completed with scheduling by April 15th (summer) and posted by August 15th with completed scheduling by September 15th (winter). Selection of vacations shall be based on shift seniority. Those who fail to make known their preferred vacation dates by April 1st (summer) and September 1st (winter) must take their vacation during any available time remaining as assigned by the Chief of Police. Vacations shall be Monday through Sunday, inclusive. Employees shall be permitted to select vacations by the week.

D. In the Road Patrol, two (2) officers, including Command Lt., may be allowed to pick their vacations for any week except where the last two (2) days on the day shift precede the beginning of the afternoon shift (relief week). During that particular week, only one officer will be permitted off. The vacation shall be subject to the approval of the Chief of Police.

If there are four (4) or more officers assigned to the Traffic Bureau, two (2) employees may go on vacation. If there are three (3) or fewer employees assigned to the Traffic Bureau, only one officer, including the Command Lieutenant, may take vacation.

The employees from this bargaining unit that are assigned to the Youth and Investigation Bureau will select their vacations within the policy of that bureau.

Employees with vacation picks in excess of two (2) weeks per period will make their choice for the third week only after all other employees on the shift have made their vacation picks.

Employees with less than four (4) weeks vacation per year and wishing to designate two (2) weeks in a vacation period may pick one week after all senior employees have picked their two weeks vacation, and may pick their additional week only after any employee with excess of two weeks per period has made their third choice.

E. When employees become ill on vacation, they must notify the Chief of Police on the first day of their illness (if physically able to do so), and if seriously ill for five (5) consecutive days, they will be eligible for another assigned vacation period. All reported illnesses must be substantiated by a doctor's certificate and the burden of proof rests with the employee.

SECTION 2.

Schedule of vacation benefits:

1 - 5 years	15 days
6 - 15 years	20 days

Beginning with the 16th year, add one (1) day each year to a maximum of thirty (30) days.

A. A new employee, on the first anniversary of the date of hire, will be entitled to fifteen (15) days vacation at the employee's regular hourly or weekly rate of pay. The scheduling of these days must have the approval of the Chief of Police and must be taken before the next May 1.

ARTICLE IX (continued)
VACATIONS

SECTION 2.

A. (continued)

All employees with one (1) through four (4) years of continuous employment prior to March 1 during their second through fifth year of service shall be entitled to fifteen (15) working days of paid vacation on March 1 at their regular hourly or weekly rate of pay.

All employees with five (5) through fourteen (14) years of continuous employment prior to March 1 during their sixth through fifteenth year of service shall be entitled to twenty (20) working days of paid vacation on March 1 at their regular hourly or weekly rate of pay. Each March thereafter, one (1) additional vacation day will be granted on March 1 for each year of additional service completed prior to March 1, up to a maximum of thirty (30) days vacation.

ARTICLE X
LEAVE - SICK, FUNERAL, AND PERSONAL DAYS

SECTION 1. SICK LEAVE

Sick leave shall mean any hours not worked as a result of illness. Sick leave will be charged in increments of fifteen (15) minutes.

- A. Each employee shall acquire 1-1/4 days of sick leave credit for each month of service rendered, not exceeding an aggregate of fifteen (15) days per calendar year.
- B. Commencing March 1, each employee shall receive fifteen (15) sick leave day credits.

SECTION 2. PERSONAL LEAVE DAYS - CONNECTED TO SICK LEAVE

If an employee uses five (5) days or less sick leave in any one accrual period (March 1 to March 1 of any given year) the employee shall be entitled to three (3) personal leave days.

These personal leave days will not be chargeable against the employee's regular sick and/or vacation accrual. Said personal leave days shall be scheduled and taken only on the authorization of the Chief of Police without regard to shift complement.

SECTION 3. PERSONAL LEAVE DAYS - NOT CONNECTED TO SICK LEAVE

All employees covered under this contract will receive four (4) additional personal days not connected to sick days. Said personal leave days shall be scheduled and taken only on the authorization of the Chief of Police without regard to shift complement.

SECTION 4. USE OF SICK TIME

All employees shall be credited fifteen (15) working days of sick leave per year. All employees who are off due to sickness more than seven (7) days shall present a doctor's certificate to their department head upon their return to work at the request of the department head. If the employee presents a doctor's certificate for any of the first seven (7) days, those days that are certified will not be counted in the computation.

ARTICLE X (continued)
LEAVE - SICK, FUNERAL AND PERSONAL DAYS

SECTION 5. USE OF SICK TIME - FAMILY ILLNESSES

- A. Sick leave may also be charged in the case of illness in the employee's immediate family, including spouse, children and parents (biological parents or an individual who stands or stood in loco parentis to an employee when the employee was a child, not including parents-in-law). All employees, regardless of marital status, will be entitled to utilize sick time for family illnesses in the employee's immediate family as defined above. Under no circumstances will employees be entitled to utilize sick time for family illness unless it is for the legitimate purpose of providing care for that employee's spouse, children or parents in the case of their illness. The employee must notify the command officer in charge at least fifteen (15) minutes prior to the start of the shift when (s)he is unable to report to work because of family illness. Failure to report said absence from the first day of illness before the proper time shall be considered an unexcused absence and will be deducted from salary.
- B. Validation of illness in the employee's immediate family will be necessary as determined by the following:
1. Seriousness of the illness reported
 2. Length of illness period
 3. Frequency of illnesses

Any or all of the foregoing may be considered necessary to require proof of illness and/or sufficient reason before approval of sick pay benefits.

- C. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to illness in the employee's immediate family as permitted in Section 5.A, and validated in Section 5.B, shall not exceed four (4) days within a twelve month period, (March 1, to March 1, of each year) without prior approval of the Chief and submission of said approval to the city administration.

SECTION 6. ABUSE OF SICK TIME

If there is reason to believe that sick leave is being abused or misused it shall be investigated by the Chief of Police and the results of such investigation shall be reported to the City Administrator.

If the Chief of Police and the City Administrator shall find that an employee is abusing or misusing sick leave, such an employee shall be subject to the disciplinary procedures.

SECTION 7. FUNERAL LEAVE

Employees shall be given necessary time off with pay to make preparations for and attending the funeral and burial of an immediate member of the family. An immediate member of the family for this purpose shall be deemed to be husband, wife, parent or parent-in-law, child, grandparents or grandparents-in-law, brother, sister, brother-in-law, sister-in-law. The Mayor or the Mayor's designee shall determine the amount of time that an employee be given off to make any arrangements pertaining to the above stipulated funeral and burial time.

Personal leave days or compensatory leave will be granted to employees for attendance at funeral services for a person not specified above when a close personal relationship is shown by documentation and/or approved written request.

ARTICLE X (continued)
LEAVE - SICK, FUNERAL AND PERSONAL DAYS

SECTION 8. ACCUMULATION OF SICK LEAVE CREDITS

- A. On March 1 of each year, accumulated unused credits shall be carried forward with unlimited accumulation.

Upon departure from the Department, employees shall receive compensations in the sum of equivalent one-half (1/2) of his/her accumulated sick leave credits up to 150 days (i.e., maximum 75 days' pay) at his/her prevailing hourly rate and up to a maximum of 70 days of which will be included in calculation of final average compensations.

- B. In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of sixty-five (65) percent times his/her current daily rate or fraction thereof.

- C. Any employee reaching 1,800 hours of sick leave time in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for the amount of sick leave allowed in Section 8.A above, subject to the following payment provisions:

1. Such selection shall be made on or before April 1st of the year in which the employee's sick bank as of March 1st reaches or exceeds 1,800 hours.
2. Compensation in the sum equivalent to one-half (1/2) of 240 sick leave hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employee's selection of this payment.
3. The employee's total payments shall not exceed the total allowable in Section 8.A above throughout the employee's employment with the City of Trenton.
4. The payment method selected will be made on or before August 15th of each year.
5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Section 8.A above.
7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Section 8.A above upon retirement or separation of employment.

SECTION 9. PREGNANCY

Pregnant employees shall be covered by contract language regarding sick time and in accordance with applicable state and federal legislation.

ARTICLE XI PHYSICAL INCAPACITATION

SECTION 1. METHOD OF PAYMENT

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for two (2) years with his or her workers compensation checks for this period being turned into the City. It is understood this full payment will be made for the original and not reoccurring injuries. A different injury would be covered by an additional full two (2) year payment.

SECTION 2. FRINGE BENEFITS

During the initial four (4) month period beginning from the date of injury, the employee will accumulate all present fringes. For the duration of the two (2) year period, the employee will be considered an employee on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days, nor will he/she receive cleaning, clothing or gun allowance. Longevity pay will be paid only for the year in which the employee was injured. If disability is of a long duration, longevity will be paid for the year in which the employee is injured and the year in which he or she returns to work, but no payments will be made in between.

It is understood that there will be no loss of seniority during the disability. Upon return to work employees will receive in the next year the vacation and longevity pay according to their length of employment with the City.

Personal Days, holidays and vacation days that employees have earned prior to the injury will be paid to them prior to the end of the two (2) year period following the injury if employees so elect.

Accumulated sick days will be "banked" until the employee returns to work. They are not to be used during any period in which the employee received workers compensation.

In the case of injury or illness for which employees are eligible for work-disability benefits under the Michigan Workers Compensation Law, employees may elect a salary payment which, with their work-disability payment, equals their regular net salary (gross pay less social security, Federal and State tax and retirement deductions). The total hours necessary to equal this payment will be charged against their sick time accumulation for each pay period employees receive this additional payment.

The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this Agreement for the duration of the employee's disability or until such time that the employee is entitled to (1) complete disability pension; or (2) Medicare and Medicaid, not inconsistent with any other articles of this contract.

SECTION 3. REPORTING

Employees at their own expense shall report at least once per week to the Chief of Police regarding their physical condition and any major developments which may occur. This will assure Management the opportunity to properly schedule work in its respective operation. If the employee fails to report in accordance with this section, for those weeks' periods wherein the employee fails to report, the employee shall receive only the workers compensation benefit payment with no additional funding from the City.

ARTICLE XII
NON-OCCUPATIONAL INJURY OR ILLNESS
INCLUDING PREGNANCY AND MATERNITY LEAVE

SECTION 1.

An employee unable to work because of non-compensable injury, illness or pregnancy will use the accrued personal days, earned vacation days and sick days available at the start of his/her injury, illness or pregnancy leave. The employee will then be classified as an inactive employee on extended medical leave of absence and shall accrue no vacation, sick days, personal days, longevity, etc.

The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this Agreement for such an inactive employee for a twelve-month (12) period starting from the day on which all accrued sick days, personal days, vacation days, and compensatory time are used up.

SECTION 2.

Any employee unable to perform the normal major duties of his/her position, as the result of an injury, illness or pregnancy, shall, if possible, be placed in a classified position that he/she is capable of performing within the department. If no such job is available, the City will attempt to place the employee in a vacancy within the City. In any case, the rate of pay of such assigned employee shall be that of the job classification to which he/she is assigned. It is not the intent that such an employee will be up-graded to a higher paying classification than previously held.

SECTION 3. PREGNANCY LEAVE POLICY

- A. When an employee becomes pregnant, she may request a voluntary leave of absence subject to the provisions of Section 1. Within the first three (3) months of pregnancy, and at the beginning of each month that the employee wishes to work past her fifth (5th) month of pregnancy, the employee shall furnish the city with a certificate from her physician stating that she may continue working without restrictions and affixing the last date it is medically safe for the employee to work in her position, prior to delivery. A leave of absence will be granted, effective on the date recommended by the employee's physician and an employee will be reinstated to her former or a comparable position if, she has been in full compliance with each of the requirements outlined herein.

Notwithstanding this policy, if during the time the expectant employee continues to work, she is unable to work regularly, or to perform her duties and responsibilities satisfactorily, the city reserves the right to invoke the provision of Section 2 of this article.

- B. It is the employee's responsibility to contact her supervisor as soon as practical after termination of pregnancy to advise the city of her determination as to whether or not she will be returning to work. If a written request to be reinstated within 90 days of the completion of pregnancy, is not filed with the city within forty-five (45) days after completion of pregnancy, employee will be considered to have resigned.

If medical complications arise, the employee's return date may be delayed by no more than an additional ninety (90) days, upon written confirmation by the treating physician. Such confirmation must be submitted to the city prior to the expiration of the initial ninety (90) days following the completion of pregnancy. Any return to work must be accompanied by a physician's statement indicating a return can be made without restrictions.

ARTICLE XIII JURY DUTY

An employee who serves on jury duty shall be carried as if the employee was working. The employee will be paid the difference between the pay for jury duty and his/her regular pay.

ARTICLE XIV INSURANCE & FUNERAL BENEFITS

SECTION 1. LIFE INSURANCE

- A. Each employee covered by this contract the City will be furnished group life insurance with the addition of an accidental death and dismemberment rider to the nearest One Thousand Dollars (\$1,000) of the employee's first fifty thousand dollars (\$50,000) of base salary, fully paid by the City through the City's group insurance. The employee may elect to double the coverage at the employee's own expense.

- B.
 - 1. The City shall provide and pay the full cost of Four Thousand Dollars (\$4,000) of group life insurance for those persons retired under this contract after July 1, 1974.

 - 2. Five Thousand (\$5,000) Dollars life insurance shall be provided for all new retirees of this bargaining unit after July 1, 1985.

SECTION 2. HOSPITALIZATION INSURANCE

- A. The City shall provide, and pay the full cost of Full Family Hospitalization. (A plan equivalent to - or Blue Cross/Blue Shield plan with riders D45M, Master Medical, MVF 1, ML, OB, FAE, five dollar (\$5.00) deductible drug prescriptions) for all permanent full time employees, with VST and reciprocity riders. Employees shall be notified in advance of any contemplated change in the carrier of the City's Hospitalization insurance.

- B. All retirees shall also be provided with the same benefits as mentioned above. This coverage will be for the retired employees, their spouses and minor dependent children. This will continue for a widow or widower of a retiree until such time as he/she remarries. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement health insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employer is terminated the retiree may immediately re-enroll on the City health insurance coverage without cost or penalty to the retiree. This benefit will not be available to those employees who terminate employment prior to retirement

ARTICLE XIV (continued)
INSURANCE & FUNERAL BENEFITS

SECTION 2. HOSPITALIZATION INSURANCE

B. (continued)

from the City, regardless of having a vested interest in the City's retirement system.

- C. The City shall provide to active employees the family Continuation Rider for children as set forth by the blue Cross/Blue Shield regulations. Each July 1 and January the City will require a status report to verify continued eligibility of this rider.
- D. Employees who are eligible to be covered by health insurance through their spouse's employer, or elsewhere, may elect to drop the City's coverage and receive a deferred cash benefit of \$100.00 monthly, which will be paid in cash or deposited in a deferred income account in the name of the employee. If such an election is made and the employee's eligibility for the alternative coverage ceases, the employee may immediately re-enroll into the City's health insurance plan then available. This program is referred to as the City of Trenton Premium Conversation Plan. Amounts received by participants in this plan are not included as compensation for pension purposes.

SECTION 3. DENTAL

- A. The City shall provide and pay the full cost of a full family dental insurance program as set forth in the insurance policy covering all maintenance procedures to eighty percent (80%) of reasonable and customary fees.
- B. Additional benefits shall be provided at seventy-five percent (75%) for restorative work, except for dentures which will remain at fifty percent (50%), subject to a Fifty Dollar (\$50.00) calendar year deductible per individual with a maximum of One Hundred Fifty Dollars (\$150.00) per family. The City shall provide benefits for Orthodontia, subject to a Fifty Dollar (\$50.00) deductible, with lifetime benefits of One Thousand Dollars (\$1,000.00).

SECTION 4. OPTICAL

The City shall provide the full cost of the full family plan allowing for full vision care subject to a Ten dollar (\$10.00) deductible at all participating optometrists.

SECTION 5. LAY-OFF

The City shall pay the full cost for hospital, dental, optical and life insurance benefits for a maximum of one year after an employee is laid off from the City of Trenton, provided that subsequent employment with similar benefits has not occurred.

SECTION 6. RETIREES

Effective July 1, 1985, the City shall provide dental and optical insurance for all new retirees, their spouse, and minor dependent children of the retiree until the retiree reaches age 60. Effective July 1, 1996, the City shall provide dental and optical insurance for all new retirees, their spouse, and minor dependent children of the retiree until the retiree reaches age 65. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement dental and optical insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce),

ARTICLE XIV (continued)
INSURANCE & FUNERAL BENEFITS

SECTION 6. RETIREES (continued)

and continuing for dependent children based upon dental and optical insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for dental and optical insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the dental and optical insurance with the other employer is terminated the retiree may immediately re-enroll on the City dental and optical coverage without cost or penalty to the retiree. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

SECTION 7.

Effective July 1, 1985 the City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for the respective insurance coverage elsewhere.

SECTION 8. FUNERAL BENEFITS

Burial expenses up to and including a maximum of Four Thousand Dollars (\$4,000) will be covered by the City of Trenton for any employee killed while on the job or in the line of duty or as a direct result of an injury sustained on the job or in the line of duty. Any burial monies received from any other benefit agency, i.e., Social Security, Workers Compensation, Veterans Benefits, will be utilized for the expenses first, and then the City will pay the difference upon presentation of paid and accredited bills.

SECTION 9. EFFECTIVE DATE

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract by the Union and the City. Any increases in the cost of insurance shall be paid by the City.

ARTICLE XV
UNIFORM ALLOWANCE

SECTION 1.

The City shall provide a uniform allowance of Four Hundred Seventy-five dollars (\$475.00).

Effective July 1, 1999, the City shall provide a uniform allowance of Five Hundred dollars (\$500.00).

Effective July 1, 2001, the City shall provide a uniform allowance of Five Hundred Fifty dollars (\$550.00).

ARTICLE XV (continued) UNIFORM ALLOWANCE

SECTION 2.

The City shall pay to each employee under this contract a cleaning allowance of Five Hundred dollars (\$500.00).

Effective July 1, 2001, the City shall pay to each employee under this contract a cleaning allowance of Five Hundred Fifty dollars (\$550.00).

SECTION 3.

Payments will be made by July 15 each year.

ARTICLE XVI HOLIDAYS

SECTION 1.

Holidays with pay at regular rate shall be New Years Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Veteran's Day, Good Friday, Martin Luther King's Birthday, Law Day, and Easter Sunday, payable in one lump sum on September 1st.

SECTION 2.

Should any of the above holidays fall on an employee's regular leave day, he/she shall receive the holiday pay at the regular rate.

SECTION 3.

Employees required to work on holidays as part of their regular shift, shall be compensated at the rate of time and one-half the hourly rate of the regular shift of the position worked.

SECTION 4.

Employees called in to work an overtime shift on a holiday shall be compensated at the rate of double the hourly rate of the regular shift of the position worked.

SECTION 5.

When a conflict exists between a traditional holiday date and the legal holiday date, the traditional date shall prevail except in the Detective Bureau where the legal (Monday) date shall prevail.

ARTICLE XVII CALL-IN TIME

Employees called back to work after they have completed their work day or if called back on their regular day off, will receive time and one-half, for all hours worked, but not less than three (3) hours minimum at time and one-half, providing it is not contiguous to their regular work schedule.

- A. Employees notified of a change from their weekly schedule as posted, excluding emergencies, shall be notified twenty-four (24) hours in advance of the time they are to report for work. In cases other than emergencies, the employee shall receive time and one-half for the first eight (8) hours work on the changed schedule.

ARTICLE XVII (continued)
CALL-IN TIME

- B. Work schedules shall be posted one week in advance.
- C. If an employee's schedule is changed for the purpose of attending any type of training, the employee will not receive the additional compensation for the schedule change provided in Section A.
- D. If an employee's schedule is changed as a result of the employee's request or because the employee was promoted in rank, the employee will not receive the additional compensation for the schedule change provided in Section A.
- E. During the period of time that a probationary employee is involved in the field training officer program, the employee will not receive the additional compensation for any schedule changes provided in Section A.

ARTICLE XVIII
COURT TIME

Employees subpoenaed or scheduled to any court or administrative agency shall receive straight time pay if during their regular scheduled work hours. If subpoenaed or scheduled to appear during hours in which they would normally be off, they shall be compensated at the rate of time and one-half, for all hours worked. The employee will receive not less than three (3) hours at time and one-half when attendance is required at District Court or four (4) hours at time and one-half when attendance is required at Circuit Court provided such hours worked are not contiguous to the employee's regular work. This pertains only to court or administrative agency actions pertaining to the employee's functions of his/her position as a result of actions while performing his/her duty.

Transportation (unless provided by the city), a lunch allowance of six (\$6.00) dollars and other approved expenses shall be reimbursed to the employee by the City when required to appear and such appearance is beyond the jurisdictional limits of the 33rd district court and is beyond the noon hour. If such appearance requires the employee to be housed outside of the city of Trenton, then the allowance for meals will be limited to twenty four (\$24.00) Dollars per diem. When an employee is scheduled to appear in court, the trading of days or shifts will not be permitted.

ARTICLE XIX
LONGEVITY

Any employee with five (5) years of continuous service as of November 30th shall receive Three Hundred Dollars (\$300.00) and an additional Thirty Five Dollars (\$35.00) for each year of service thereafter, payable between November 1st and November 15th of each year. Effective January 1, 1999, there is no cap on the maximum longevity payment.

ARTICLE XX SHIFT DIFFERENTIAL

SECTION 1.

Shift differential will be paid on the employees' hours. Employees working the afternoon shift shall be paid forty cents (.40) per hour, and employees working the midnight shift shall be paid fifty cents (.50) per hour.

SECTION 2.

Any member of the Trenton Police Department covered by this contract shall receive the shift differential applicable for working hours prior to or beyond the member's regular shift. For purpose of this section employees starting between 6:00 a.m. to 9:00 a.m., are day shift; employees starting between 2:00 p.m. to 4:00 p.m., are afternoon shift; and those starting between 10:00 p.m. to 12:00 a.m. are night shift. The day shift shall receive this differential applicable for hours worked during the afternoon and night shifts. The 8:00 p.m. to 4:00 a.m. shift shall receive the shift differential applicable for the hours during the afternoon and midnight shift.

ARTICLE XXI GUN ALLOWANCE

SECTION 1.

Every employee within the bargaining unit shall receive the sum of Three Hundred Sixty-five Dollars (\$365.00) per year for the carrying of a weapon while off duty as a gun allowance. This compensation shall be for repair and upkeep of the officer's personal hand weapon and practice ammunition.

Effective July 1, 2000, the gun allowance will no longer be recognized as a gun allowance paid to the employees as it will be eliminated, rolled into the base wage and thereafter included in the regular compensation.

SECTION 2.

Payment will be made on or before the 15th of July, 1999.

SECTION 3.

Any member who retires after July 1, 1989, with 25 years of honorable service, shall have the option of purchasing his/her service weapon under the following conditions:

1. Sale of the weapon to the retiring officer shall be subject to approval by the Mayor after consideration by and recommendation of the Chief of Police.
2. The weapon must be re-registered in the retiring officer's name after approval and prior to his/her last working day.
3. Purchase and payment must be made prior to re-registration in the retiree's name.
4. Sale will comply with all applicable laws.
5. The retiring officer will provide the City with a full release from all liability arising out of the purchase of said officer's service weapon.

ARTICLE XXI (continued)
GUN ALLOWANCE

SECTION 3. (continued)

6. Payment shall be in the amount of the original purchase cost less depreciation at the rate of 10% per year since purchase but in no case in an amount less than 20% of the original purchase cost.

ARTICLE XXII
SENIORITY AND PROMOTIONS - LAYOFFS

SECTION 1.

All temporary vacancies which are filled in the department shall be filled by seniority. The City shall have the prerogative to determine whether or not a permanent vacancy is to be filled.

SECTION 2.

In the event of a permanent vacancy, the most senior qualified officer shall advance to the next higher rank within the bargaining unit. Senior qualified shall be determined as follows:

- A. Seniority is determined by departmental date of hire, subject to adjustment for absences which result in the loss of seniority.
- B. Qualified is determined by:
 1. No internal disciplinary actions (suspension without pay) rendered against the officer within two (2) prior years of the promotional opportunity.
 2. Effective July 1, 2000, qualified will also be determined by an employee successfully completing/passing all internal and external department mandated training sessions. Such training requirement will consist of a minimum of forty (40) hours and be based on each respective position. A committee consisting of the Chief of Police, Personnel Specialist, and two (2) representatives of the Union will determine agreeable training requirements for each position.

If an employee is the most senior eligible for promotion, but has not been provided an opportunity by the City to attend the mandatory training, he or she shall be allowed one (1) year from the date of promotion to successfully complete said training. Failure to comply with or successfully complete this requirement will result in the employee returning to his or her previously held rank without loss of seniority. If the employee subsequently fulfills said training requirements, he or she would again be eligible for promotion when the next vacancy occurs.

SECTION 3.

The senior qualified officer shall advance to the next higher rank within this bargaining unit. The officer shall be entitled to a fair trial period not to exceed six (6) months on the job, provided the officer has successfully passed his/her external and internal training courses, and has a satisfactory personnel record. If within that period of time said officer is found to be incapable of handling said work, the officer shall return to the job he/she vacated prior to his/her advance to the higher rank subject to a right to grieve.

ARTICLE XXII (continued)
SENIORITY AND PROMOTIONS - LAYOFFS

SECTION 3. (continued)

When the officer returns to his/her former position, there will be no loss of seniority rights. All advancements and/or monies resulting from the officer's initial advancement and subsequent moves and/or advancements shall be cancelled.

SECTION 4.

As set forth by ordinance, the Police Department shall consist of Three Divisions or Departments, namely Road Patrol, Youth and Investigation Bureau, and Traffic Bureau. Movement of personnel between divisions or departments will be allowable, seniority prevailing, and upon the approval of the Chief of Police.

SECTION 5.

As set forth by ordinance, the Police Department shall consist of Three Divisions, or Departments, namely Road Patrol, Youth and Investigation Bureau, and Traffic Bureau. Movement of personnel between divisions shall be lateral movement or by a promotional procedure, consistent with existing ordinances and revisions of this contract.

SECTION 6.

All layoffs shall be in reverse order of seniority. All recalls shall be in order of seniority.

SECTION 7.

If any member of this bargaining unit is promoted to an appointed position, and is not reappointed, he may return to his previously held rank.

SECTION 8.

See attached Appendix A for Command Lieutenant promotion procedure.

ARTICLE XXIII
HEALTH AND SAFETY

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoy themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth by OSHA and MIOSHA, and those set forth by the Joint Safety Committee. A representative of the Association may be designated by the Association as a representative on the Joint Safety Committee. Committee members serve at no extra compensation to the City.

SECTION 2.

When a complaint arises regarding imminent health or safety conditions the first step of the grievance procedure in this contract shall be waived. The safety representative for the Association, the Chief of Police, and the City's representative on grievance matters will meet within a reasonable length of time (not to exceed seven (7) days after receiving the complaint) to discuss the settlement of the health or safety complaint.

ARTICLE XXIII (continued)
HEALTH AND SAFETY

SECTION 2. (continued)

Should the complaint not be settled, and it is agreed that additional meetings would be fruitless, Section 3 of the Grievance Procedure shall be implemented. The intent of waiving portions of the grievance procedure is to expedite and resolve all complaints regarding health or safety.

SECTION 3. PATROL VEHICLES

- A. Hazardous Condition of Vehicles: The Road Sergeant may determine that a vehicle is considered hazardous to drive, should a malfunction or unsafe condition arise with a vehicle. Causes such as malfunctioning brakes, steering, transmission, etc., would be sufficient enough reason to remove the vehicle from service until it is repaired. Malfunctions that would not endanger the officers' safety, such as inoperable air conditioning, spotlights, etc., would not be cause for the vehicle's removal from service.

The Road Sergeant will be responsible for his/her decision to remove a vehicle from service.

- B. If a dispute should arise regarding a vehicle's capability to be properly repaired, or regarding its mechanical unsuitability for continued use as a patrol vehicle (including Traffic Division vehicles), an Association representative will be responsible for settling this matter as soon as possible with the Department of Public Service Director and the Chief of Police.
- C. Regarding specifications of patrol vehicles, an Association representative from this bargaining unit shall be given the opportunity to review specifications before the vehicles are ordered. Any suggestions that the representative may have regarding the specifications shall be considered before the bidding.

**ARTICLE XXIV
WAGES**

SECTION 1.

	1/1/99 to <u>6/30/99</u>	7/1/99 to <u>6/30/00</u>	7/1/00 to <u>6/30/01</u>	7/1/01 to <u>6/30/02</u>
Patrol Officer:				
Start	\$32,997.94	\$33,822.75	\$34,956.75	\$36,005.25
1 Year	\$35,197.80	\$36,077.60	\$37,287.20	\$38,405.60
2 Year	\$39,597.52	\$40,587.30	\$41,948.10	\$43,206.30
3 Year	\$43,997.25	\$45,097.00	\$46,609.00	\$48,007.00
5 Year				\$49,447.00
6 Year			\$48,007.00	
7 Year		\$46,450.00		
8 Year	\$45,317.17		\$48,247.00	\$50,000.00
Corporal	\$47,077.06	\$48,254.00	\$49,872.00	\$51,500.00
Sergeant	\$48,836.95	\$50,058.00	\$51,736.00 \$52,202.00	\$53,288.00 \$53,768.00
Staff Sergeant	\$50,596.84	\$51,862.00	\$53,600.00 \$54,066.00	\$55,208.00 \$55,688.00

Effective July 1, 2000, the rate of pay for Sergeant and Staff Sergeant will reflect the certification level of the employee. Those employees who meet the minimum requirements as set forth in Article XXII, Seniority and Promotions, will be compensated at the higher rate of pay for their rank.

Effective July 1, 1989 the Desk Sergeant Classification will become "Staff Sergeant"; also, effective July 1, 1989 the General Service Sergeant, Traffic Sergeant, and Sergeant second in command of the Detective Bureau will be compensated at the rate of Staff Sergeant.

SECTION 2.

The position of staff sergeant shall not only include normal present duties within the Police Department but shall also include responsibility for the care, feeding and custodial duties relating to the jail. The Staff Sergeant, in performing duties as Jailer, shall make certain that there is adequate nutritional food available for prisoners, provide necessary work uniforms, make certain that the jail is properly clean and cared for, make certain there is sufficient clean bedding, and provide a daily schedule of adequate recreational activity and exercise for those held in custody or those who are sentenced as prisoners.

ARTICLE XXV GRIEVANCE PROCEDURE

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

SECTION 1. STEP I

An employee and his/her Association Representative shall present the grievance in writing to the Chief of Police within fifteen (15) calendar days after the grievance occurs. The Chief of Police shall have fifteen (15) calendar days in which to answer the grievance.

SECTION 2. STEP II

If the grievance is not settled at the end of a fifteen (15) calendar day period after receipt of the written answer of the Chief of Police, the grievance committee shall then contact the designated representative of the Mayor and Council who shall meet with the grievance committee as soon as possible after this request is received, but not to exceed twenty (20) calendar days. If the grievance is not resolved, the designated representative of the Mayor and Council shall have twenty-five (25) calendar days in which to submit a written answer to the Association from the date of the last meeting.

SECTION 3. STEP III

If a satisfactory settlement cannot be reached between the City and the Association, the Association may within thirty (30) calendar days after the written answer from the City's representative, notify the Mayor and Council of their decision to take the grievance either to arbitration or to the Michigan Employment Relations Commission or the grievance shall be declared settled. The decision of the arbitrator or MERC shall be final and binding on both parties.

If the Association decides to arbitrate the grievance, the arbitration proceedings shall be conducted in accordance with the American Arbitration Association rules. The fees of the arbitration proceedings shall be borne equally by the City and the Association.

The arbitrator shall not have the power to alter or modify the terms of this Agreement, but shall have the authority to interpret said Agreement. In cases involving a discharge or disciplinary action, the arbitrator shall determine if the said discharge or discipline was for just cause and/or causes, and may affirm, reverse or modify the City's action with the right to grant back pay and/or benefits.

SECTION 4. TIME LIMIT

No grievance shall be processed unless it is presented within fifteen (15) days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through Step 3 may be extended for good cause shown or mutual consent of the parties.

Failure of the Association to abide by the time limits set forth in Step I through Step 3 above, shall be considered an abandonment of the grievance. Failure of the employer to abide by the time limits set forth in Step I through Step 3 above, shall be considered a granting of the grievance without prejudice.

ARTICLE XXVI RETIREMENT

SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

ARTICLE XXVI (continued)
RETIREMENT

SECTION 2.

Each eligible employee will retire at the average of the highest annual compensations during a period of three (3) years of service contained within the last ten (10) years of service.

SECTION 3.

A member who has 25 or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.

SECTION 4.

The pension for all members who retire after July 1, 1985 will be increased by 10% on the anniversary of the 5th year of retirement, an additional 10% the 10th year of retirement and an additional 5% the 15th year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement.

	<u>Retiree's Benefit</u>
Benefit at retirement	\$100.00
Benefit on the anniversary of the 5th year of retirement	\$110.00
Benefit on the anniversary of the 10th year of retirement	\$120.00
Benefit on the 15th year of retirement	\$125.00

SECTION 5.

A surviving spouse or beneficiary shall receive all benefits to which he/she is entitled under ACT 345 as a result of death of the member/retiree. The benefit payable to the spouse or surviving beneficiary shall increase to reflect the percentage increases set forth in Section 4 above, at the same time that the member/retiree would have received the percentage increase had the member/retiree not died. When a member of this bargaining unit attains fifteen (15) years service, the member's surviving spouse or beneficiary shall be entitled to pension benefits to which he/she is entitled under ACT 345 as a result of the death of the member.

SECTION 6.

An annuity withdrawal option for employees covered by the Police and Fire Retirement System (Act 345) will remain in effect.

SECTION 7.

Under this contract, the City extends "the automatic 60%-to-surviving-spouse benefit" to surviving spouses of deceased police officer disability retirees.

ARTICLE XXVI (continued)
RETIREMENT

SECTION 8.

The multiplier shall be 2.5% for each year of service, up to a maximum of 80%.

The computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and unused vacation leave. The payments received for the following will not be included in the FAC:

- Unused Sick Leave
- Longevity
- Gun Allowance
- Clothing/ Cleaning Allowances

Effective January 1, 1996, new employees will not be eligible for the Act 345 Police and Fire Retirement System. Employees hired after January 1, 1996, will be required to enter a defined contribution retirement system through the ICMA Retirement Corporation. Operating under Section 401(a) of the Internal Revenue Service Code, all employee contributions will be made on a pre-tax basis. The employee must contribute 6% and the City must contribute 12% of the employee's base wage, excluding overtime and other special payments.

Employee and City contributions into the defined contribution retirement system will begin upon the successful completion of the employee's probationary period.

In accordance with the guidelines and requirements of the Internal Revenue Service, the employee will be permitted to make additional contributions into the defined contribution system on a post-tax basis.

The portion of the contributions made by the City will not be available to the employee until the completion of sixty (60) months of service with the City of Trenton.

The City shall provide disability benefits to employees in the defined contribution pension plan system in an amount equal to the benefit the employee would have received if they were in the defined benefit pension system. Such disability benefits are subject to coordination with all other benefits received, including defined contribution and workers compensation benefits, if applicable.

Current employees with less than five years of service may elect to be covered by this plan rather than the Act 345 pension plan. Employees wishing to switch plans must inform the City of their decision to do so by October 1, 1996. Such transfer will take place in accordance with the provisions to be identified and approved by the City and Union.

Effective January 1, 1996, all new employees must be at least 55 years of age and have at least 20 years of service before being eligible for any post retirement benefits.

ARTICLE XXVII EMPLOYEE'S PERSONNEL FILE

The City will maintain and keep personnel files on each employee. Files will be kept in the office of the Chief of Police and the Human Resources Office at the Trenton City Hall.

An employee wishing to view his/her personnel file, may arrange an appointment through the Mayor's Office or the Office of the Chief of Police, depending upon which file is wished to be viewed.

An employee shall be given a copy of any communication which is placed in the personnel file when it relates to personal conduct, reprimand or commendation. Privileged information compiled by the City shall not be open to scrutiny by the employee or anyone other than members of the Administrative staff of the Mayor's Office, except by court order or in instances of investigations of personal misconduct.

Any state or federal laws now in effect or which shall become effective during the duration of this contract shall have precedence over the stipulations of this section.

ARTICLE XXVIII PAYMENT OF DUES

The City agrees to pay 2/3 of the dues to the Wayne County Lieutenants, Sergeants and Corporals Association for eligible employees covered by this Agreement, thus facilitating a meaningful dialogue and relationship with other law enforcement agencies in mutual problems, common goals, and solutions. Repayment to the officer will be made upon presentation of a paid receipt to the Controller's Office.

ARTICLE XXIX HEALTH AND PHYSICAL FITNESS

SECTION 1.

Those employees who, hired after September 15, 1975, are required by Ordinance to have yearly physical examinations and perform agility tests as conditions of employment shall be compensated at "straight time off" when required to be tested on their off-duty time. This will be actual time spent at the location plus thirty (30) minutes total travel time.

SECTION 2.

The City will attempt to provide the employee an area, separate from the general public and prospective recruits, for performance of the agility testing. A representative of the MAP may be present if so desired.

ARTICLE XXX DUE PROCESS

SECTION 1. DISCIPLINARY DUE PROCESS AND MEMBERS' RIGHTS

- A. The intent and purpose of this Article is to provide disciplinary due process action in lieu of Section 26-27 of the City Code that is hereby expressly waived. When employee disciplinary action is necessary, the following disciplinary options are available to the Department:
1. **Minor Infractions.**
Discipline in the form of an "Employee Warning Notice", will necessitate that copies be submitted to the Union Representative and Chairman. An "Employee Warning Notice" may be appealed to each of the next higher levels of supervision/command until such time as the appeal is made to the Chief of Police for a ruling. If the employee is not satisfied at this level of appeal, the contractual grievance procedure is available for remedy. The grievance procedure outlined in Article XXV, Section 1, Step 1, including the fifteen (15) calendar day limit within which the grievance must be presented in writing to the Chief of Police, shall not apply to this section until all levels of appeal have been exhausted, up to and including a ruling by the Chief of Police.
 2. **Major Infractions.**
Upon a full investigation of allegations against an employee, including interviews with the employee the Chief may conduct a hearing and render any disciplinary penalty, including a suspension or discharge. The Chief's decision will be transmitted in writing to the affected member and, if requested by the member, to the Union Chairman within five (5) working days of the completion of the hearing.
- B. **Appeals Process.** All cases of discipline may be processed as a grievance or to arbitration.
- C. The City 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. This section does not pertain to employee counseling.
- D. When twenty-four (24) months of satisfactory service have been completed from the last disciplinary action taken by the City, all written reprimands appearing in the records shall, at the request of the employee, be removed.
- E. The Department shall give a member at least five (5) working days notice with a copy to the Union, of any disciplinary matter scheduled to be heard at a Chief's Hearing.
- F. An Association officer, legal counsel, or both have the right to be present at all Chief's Hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.
- G. Throughout all Chief's Hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.

ARTICLE XXX (continued)
DUE PROCESS

- H. Whenever a member is subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:
1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
 2. No interrogation shall begin until the member has been notified that he/she has a right to have counsel or a local officer of the Union present. If the member requests the presence of one or both of the above, an interrogation shall not begin until one or both are present.
- I. If any member is ordered to make an oral statement, he/she shall comply, subject to the receipt of Miranda or Garrity warning, or both, and shall be given a reasonable time to act in accordance with such rights, not to exceed twenty-four (24) hours, excluding weekends and holidays. After a member is ordered to make any 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.
- J. 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 criminal case is completed and a decision is rendered at a Chief's Hearing. A Chief's Hearing may be conducted regardless of the outcome of the criminal case, but shall not be required.
- K. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the Department.
- L. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.
- M. All suspension days will be deducted for the member's total departmental service time for the purpose of determining a member's seniority.

ARTICLE XXXI
GENERAL

SECTION 1.

In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2.

Copies of this Agreement shall be distributed by the City at the City's expense to all Association employees once.

**ARTICLE XXXII
WAIVER**

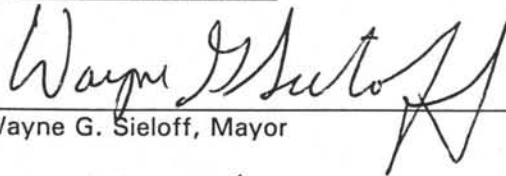
The City and the MAP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively on any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

**ARTICLE XXXIII
DURATION**

This Agreement shall continue in full force and effect from January 1, 1999 up to and including June 30, 2002. This Agreement shall continue in effect for successive yearly periods after June 30, 2002, unless notice is given in writing, by either the MAP or the City at least sixty (60) days prior to June 30, 2002, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 13th day of September, 1999.

CITY OF TRENTON



Wayne G. Sieloff, Mayor

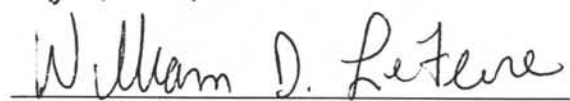

Kyle F. Stack, City Clerk


In Presence of the Trenton City Council:


Terrence P. Teifer


D. Brad O'Connor


Timothy R. Taylor

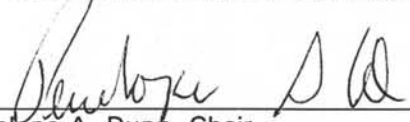

William D. LeFevre


Timber R. Baun-Crooks


M. Janet Mans


**MICHIGAN ASSOCIATION OF POLICE
and its affiliate**

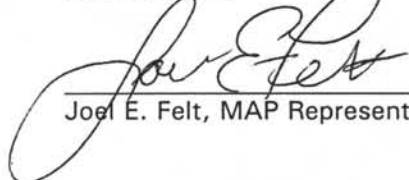
Trenton Police Officers Association


Penelope A. Dunn, Chair


Edmund F. Quirk


Steven M. Voss


Mark J. Miller


Joel E. Felt, MAP Representative

Approved by the Trenton City Council: September 13, 1999.

**APPENDIX A
COMMAND LIEUTENANT PROMOTION PROCEDURE**

The following criteria will be used for promotion to Command Lieutenant:

1. SENIORITY

Two (2) points will be awarded for each complete year of service with a maximum possible score of sixty (60) points. For the purpose of scoring seniority points, a candidate's seniority will be accrued and determined up to and including the effective date (beginning day) of the promotional list (May 1st).

60

2. WRITTEN EVALUATION

Correct answers of seventy (70) percentile or better of a multiple choice written evaluation will award the candidate twenty-five (25) points. Failure to achieve at least a seventy percentile, will cause the candidate to become ineligible to proceed any further in the promotion procedure.

25

3. PERFORMANCE EVALUATION

Each candidate will be evaluated by a selected group of four (4) Trenton Police Department Command Lieutenants by the Police Department administration. The highest and lowest scores will be disregarded and the remaining two (2) evaluations will be recorded on the department's "Performance Evaluation Form for Promotion to Command Lieutenant". A maximum score of fifteen (15) points is possible.

15

100

ELIGIBILITY:

1. The candidate shall be a Staff Sergeant at the time the administration sets the designated expiration time and date for eligible officers to announce their candidacy for Command Lieutenant.
2. The number of candidates is required to be seven (7) Staff Sergeants.
3. In the event there are not seven (7) Staff Sergeants desiring to vie for and complete the entire promotional procedure, officers of the rank of Sergeant will be allowed to become eligible for those candidate positions not secured by Staff Sergeants, with seniority prevailing.

APPENDIX A (continued)
COMMAND LIEUTENANT PROMOTION PROCEDURE

WRITTEN EVALUATION:

1. The written portion of the promotional procedure will consist of forty (40) multiple choice questions which will be authored and administered by the police department administration. Seventy (70) percentile of correct answers is minimally required to proceed further into the promotion procedure.
2. Sources for questions will be limited to:
 - A. Rules & Regulations of the Trenton Police Department
 - B. Jail Operations Manual
 - C. Trenton Police Department General Orders
 - D. Trenton City Code (Chapters 19, 21 and 26)
3. Copies of the above sources will be made available to each eligible candidate at least two (2) weeks in advance of the written evaluation date.
4. There will be a two (2) hour time limit for candidates to complete the written evaluation.
5. One (1) union representative (other than a candidate) of the Sergeants, Corporals and Patrol Officers Union will be allowed to be present in the designated written evaluation room while candidates perform the written portion of the promotional procedure.
6. Upon completion of the written evaluation, signed candidates' answer sheets (not scored) will be placed in an envelope and then sealed. Only after each candidate has been awarded seniority and performance points, will the written evaluations be removed from the sealed envelope and scored by one (1) MAP (Michigan Association of Police) representative and police department administration representatives. The MAP representative must be other than a candidate.
7. Should an emergency occur and a candidate is unable to take the written evaluation as scheduled, it is the only reason for another opportunity to take it. An emergency would be a confirmed hospitalization or death of a family member or a documented statement from a physician stating the candidate is under doctor's care and not able to take the written evaluation. In the event an emergency is documented, the written evaluation must be taken by the candidate within two (2) weeks of the originally scheduled written evaluation date or the candidate becomes ineligible to proceed any further in the promotional process.
8. Upon their request, candidates shall be apprised of their individual written evaluation scores. This will be done in a confidential manner between a police department administrator and the candidate.

APPENDIX A (continued)
COMMAND LIEUTENANT PROMOTION PROCEDURE

PERFORMANCE EVALUATION:

1. Each candidate will be evaluated by four (4) Trenton Police Department Command Lieutenants. The highest and lowest scores will be disregarded and the remaining two (2) scores will be used.
2. The evaluating officers will be selected by the police department administration and will utilize the department's "Performance Evaluation Form for Promotion to Command Lieutenant". Each candidate's personnel file will be made available to the evaluating officers for this stage of the procedure.
3. The evaluating officers will not affix their names to the evaluations and will place the completed evaluations into an envelope which will be sealed. Tallying of the evaluations will take place prior to the scoring of the written evaluations. One (1) MAP union representative and administrative representatives will tally the evaluations and will record the average score of the four evaluations for each candidate.
4. Any rating selections of "0" (not acceptable) or "1" (needs improvement) must be explained in writing on the reverse side of the evaluation form.

PROMOTIONAL LIST:

1. Candidates will be placed on a promotion list in the order of total points compiled, with candidate totaling the most points in the promotion procedure first on the list. The list will be in effect for two (2) years from the effective date of the list or until the list is exhausted of candidates, whichever occurs first. In order for a candidate with less seniority to place higher on the promotion list than a candidate with more seniority, the candidate with lesser seniority must score a minimum of one (1) point higher in total promotional points than the more senior candidate that would be surpassed.
2. The promotional procedure will begin each even numbered year (ex: 2000, 2002, etc.) after February 1st and the list will be effective on May 1st of that promotional procedure year.
3. In the event a promotional list is exhausted of candidates prior to the expiration of the list, it is the discretion of the police department administration to either wait until the next promotional procedure period or formulate a new list that will carry until the next scheduled promotional period date.
4. Candidates on the Command Lieutenant promotion list can be removed from the list by way of disciplinary action by police department administration. Disciplinary action more severe than letters of reprimand, would be cause for removal from the promotion list.
5. Voluntary reduction in rank of those officers while on the promotion list, is also cause for removal from the promotion list.
6. If a candidate on the promotional list passes on the opportunity to accept a promotion to Command Lieutenant, the candidate does not lose standing on the list for subsequent promotions.