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CITY OF HAMTRAMCK
A Municipal Corporation

and

HAMTRAMCK FRATERNAL ORDER OF POLICE, LABOR COUNCIL
PATROLMAN

COLLECTIVE BARGAINING AGREEMENT

Contract Duration July 1, 1992 through June 30, 1996

Hamtramck, City of

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into and effective as of July 1, 1992 between the CITY OF HAMTRAMCK, MICHIGAN, A Municipal Corporation, hereinafter referred to as the "CITY", and the FRATERNAL ORDER OF POLICE HAMTRAMCK LODGE # 109, affiliated with the STATE LODGE OF MICHIGAN, and NATIONAL GRAND LODGE, hereinafter referred to as the "LODGE".

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I, PURPOSE AND DEFINITIONS

Sec. 1 - Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Michigan Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the "CITY" and the "LODGE" and to provide an orderly and equitable means of resolving future differences between parties.

Sec. 2 - Definitions

"CITY" shall include the elected officers and/or their appointed representatives of the CITY OF HAMTRAMCK, MICHIGAN.

"LODGE" shall include the officers and/or representatives of the "LODGE" whenever the singular is used, it shall include the plural.

ARTICLE II COVERAGE

This Agreement shall be applicable as to all employees of the Police Department except civilian employees and Ranking Officers.

ARTICLE III, RECOGNITION

The CITY recognizes the LODGE as the sole and exclusive bargaining representative of the following employees of the Police Department: policemen, policewomen and detectives.

ARTICLE IV, DUES DEDUCTION

The CITY shall deduct, as dues, from the pay of each employee, the required amount for the payment of LODGE dues, fees, and assessments. Such sums, accompanied by a list of employees, shall be forwarded to the LODGE Secretary as soon as possible after such collections have been made.

ARTICLE V, LODGE ACTIVITIES

Sec. 1 - General Activities

Employees and their LODGE representatives shall have the right to join the LODGE. The LODGE shall have the right to engage in lawful concerted activities for the purpose of collective negotiations of bargaining of other mutual aid and protection, to express and communicate any view, grievance, complaint or opinion relative to this Agreement and other conditions of employment of their betterment, all free and from any and all restraint, interference, coercion, discrimination or reprisal.

Sec. 2 - Lodge Security - Agency Shop

From the effective date of this Agreement for its duration any employee who is not a Lodge member, shall, as a condition of employment, pay to the Fraternal Order of Police, Lodge 109, those expenses for contract negotiations, administration and enforcement which are proportionate to those of the other members of the bargaining unit for such items. Employees who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment shall be discharged by the employer. In consideration of the employer's entering into this collective bargaining agreement, which agreement includes in this Article this Agency Shop provision, the LODGE hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities, or costs of the employer out of entering into or enforcement of said provision.

Sec. 3 - Released Time

Officers and other representatives of the LODGE shall be afforded reasonable time during regular working hours without loss of pay to fulfill their LODGE responsibilities, including negotiations with the CITY, processing of grievances, administration and enforcement of this Agreement, and attendance at state and national conventions and such other seminar and/or special meetings called by the State Lodge of Michigan and the Grand Lodge to further Lodge activities.

Sec. 4 - Bulletin Boards and Lodge Officers

(a) The LODGE shall be provided suitable bulletin board space for the posting of LODGE notices or other materials.

(b) The CITY shall provide suitable office space in the police station to accommodate LODGE equipment and for the conducting of LODGE business. Such space shall be one hundred (100) square feet or more and shall be large enough for at least two (2) desks, file cabinets and other LODGE equipment. Such equipment shall be the sole property of the LODGE and shall also be purchased by the LODGE. This office shall be located in close proximity to other offices where police business is conducted.

Sec. 5 - Meetings

The LODGE may schedule meetings on CITY-owned property. The executive board of the LODGE shall meet for a period of two (2) hours each month on CITY time, without forfeiture of compensation or privileges. Notice shall be given to respective department heads provided that during periods of emergency such meetings shall not in any manner affect the efficient operation of the Police Department.

ARTICLE VI, OTHER AGREEMENTS AND ORGANIZATION

Sec. 1 - Other Agreements

The CITY shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Sec. 2 - Other Organizations

Employees may belong to other organizations, but not as a condition of employment with the CITY, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of this exclusive bargaining agency of this LODGE.

ARTICLE VII, ECONOMIC MATTERS

Sec. 1 - Wages

All employees of the bargaining unit shall be compensated in conformity with hourly wage scales based upon 260 working days in any fiscal year. Any working days in excess of 260 working days in a fiscal year, will be compensated according to the applicable terms of this Agreement.

The following rates of pay shall be applicable for the classifications listed below on and after July 1, 1992:

	<u>7-1-92</u>	<u>2%</u> <u>1-1-94</u>	<u>3%</u> <u>7-1-94</u>	<u>3%</u> <u>1-1-95</u>	<u>4%</u> <u>7-1-95</u>
A. Detective	\$33,973	\$34,652	\$35,692	\$36,763	\$38,233
B. Patrolman (V)	\$30,416	\$31,024	\$31,955	\$32,914	\$34,230
C. Patrolman (IV)	\$28,289	\$28,854	\$29,720	\$30,612	\$31,836
D. Patrolman (III)	\$26,162	\$26,685	\$27,485	\$28,310	\$29,442
E. Patrolman (II)	\$24,035	\$24,515	\$25,251	\$26,009	\$27,049
F. Patrolman (I)	\$21,908	\$22,346	\$23,016	\$23,707	\$24,655

Sec. 2 - Longevity Pay

Each employee shall be paid the sum of Twenty (\$20) Dollars per each year of service on an unlimited basis - Thirty (30) years, Six Hundred (\$600) Dollars, present ordinance to be amended.

Sec. 3 - Overtime Pay

Overtime pay based upon time and one-half shall be paid to employees of the Police Department for all work in excess of their regularly scheduled workday or workweek when a man/woman is assigned to such work by his/her immediate superior.

(a) An employee's normal work week shall consist of five (5) days, at forty (40) hours per week. Each employee shall be entitled to two (2) consecutive days off per week. Days off shall rotate at the rate of one (1) day per month. e.g. Day shift off Monday and Tuesday, midnight shift off Tuesday and Wednesday.

(b) An employee shall be entitled to overtime pay for each hour or part thereof worked beyond eight (8) hours in any one regularly scheduled work day;

(c) Overtime shall be paid for all hours worked beyond an employee's normal work week;

(d) Overtime may, at the option of the employee, be taken in the form of compensatory time (also referred to as ATO or accumulated time off) at the rate of one and one-half times each hour of overtime worked. No employee shall be compelled to substitute compensatory time in lieu of overtime. Compensatory time shall be considered part of an employee's normal work week;

(e) Time and one-half shall be paid for the sixth work day after a normal work week;

(f) Double time shall be paid for the seventh day worked after a normal work week;

(g) The CITY shall issue a separate check for overtime pay to each employee entitled to payment for same at the time regular paychecks are issued.

(h) Except for any voluntary traffic overtime program in effect, the City shall offer all of its employees overtime on an equitable basis.

Sec. 4 - Holiday Pay

(a) Each employee shall be entitled to eleven (11) paid holidays:

New Year's Day	Washingtons Birthday
Martin Luther King Day	Good Friday
Easter Sunday	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Christmas Day	

Payment for holidays is to be made at each individual's own rate of pay per day.

(b) In addition, all employees shall receive compensatory time for Christmas Eve and New Year's Eve at the rate of eight (8) hours of compensatory time for Christmas Eve and eight (8) hours of compensatory time for New Year's Eve;

(c) In addition, each employee shall receive one (1) leave day or eight (8) hours compensatory time (ATO) for his birthday. Compensatory time for birthday leave must be used by the employee within one (1) week of his/her birthday.

Sec. 5 - Shift Premium Pay

All employees shall be paid shift premium pay on the following basis:

(a) Civil Service Commission Rules and Regulations shall apply. However, rates of pay shall be twenty-five (\$.25) cents per hour for an afternoon shift and thirty-five (\$.35) cents per hours for midnight shift. Civil Service Commission Rule IV, Section II. Shift Premium Pay shall be amended to implement the herein contained shift premium rates. Payment on normal pay period.

Sec. 6 - Clothing and Gun Allowance

Clothing allowance shall be paid in cash to all employees of the Police Department. This amount shall be Five Hundred (\$500) Dollars per fiscal year, payable in twelve (12) installments of Forty-one Dollars Sixty-seven cents (\$41.67) each. Payment of each installment shall be made in the first pay period of each month commencing in the first pay period of this contract.

Probationary Patrolmen shall be eligible for a clothing allowance installment of Two Hundred Fifty (\$250) Dollars immediately upon completion of a six (6) month period.

Gun allowance shall be paid in cash to all employees of the Police Department. The amount shall be Five Hundred (\$500) Dollars per fiscal year payable in twelve (12) installments of Forty-one Dollars Sixty-seven cents (\$41.67) each. Payment of each installment shall be made in the first pay period of each month commencing in the first pay period of this contract. Probationary Patrolmen shall be eligible for a gun allowance installment of Two Hundred Fifty (\$250) Dollars immediately upon completion of a six (6) month period.

Sec. 7 - Hospitalization, Medical, Dental, Life Insurance and Optical Plan

(a) MEDICAL, HOSPITAL, AND SURGICAL INSURANCE

The CITY shall provide fully paid medical, hospital and surgical insurance for all employees covered under this contract and eligible members of an employee's family. The CITY shall provide continuous medical, hospital and surgical insurance coverage equivalent to or better than Michigan Blue

Cross and Michigan Blue Shield MVFC-2 coverage with a Master Medical Plan supplemented together with the prescription drug rider.

(b) DENTAL INSURANCE

The CITY shall provide each employee covered under the terms of the Agreement dental insurance coverage under the Blue Cross-Blue Shield Dental Plan, more commonly known as Blue Cross Comprehensive Preferred Dental Plan 50-50-50, \$1,000.00/OS-50-100, CDC-DC.

(c) OPTICAL INSURANCE

The CITY shall reinstate and provide an optical plan as previously provided to the employees covered under the terms of this Agreement. Such optical plan shall be the equivalent to or an improvement upon the optical plan as provided in the Collective Bargaining Agreement between Hamtramck City Employees, Local 666, AFSCME, AFL-CIO and the City of Hamtramck.

(d) LIFE INSURANCE

The CITY shall provide at least Twenty Thousand (\$20,000) Dollars life insurance with double indemnity provision for accidental death at no cost to the employee.

(e) In lieu of the medical, hospital and surgical insurance described in Paragraph (a) above and dental insurance as described in paragraph (b) above, each individual employee shall have the option, on an annual basis, of selecting an alternate hospitalization, medical and/or dental insurance plan on the date specified by such plan, in accordance with such plan. If a member voluntarily agrees to said alternate insurance, the City agrees to pay to said member a sum equal to 50% of the savings realized by the City in monthly premium for the equivalent coverage as specified in paragraphs (a) and/or (b) above so long as said member is covered by said alternate insurance. Such payment shall be made to the employee quarterly. It is agreed and understood that said member may on an annual basis, during the appropriate enrollment periods as set forth in the contracts of insurance return to the coverages as specified in paragraphs (a) and/or (b) above without penalty.

(f) It is further agreed between the parties that an employee may choose to opt out of any medical, hospital, surgical and/or dental insurance plan as specified in paragraphs (a), (b) and/or (e) above, choosing instead, at the employees sole option, to self insure or be insured by the employer of a spouse who is not otherwise enrolled in a plan funded by the City of Hamtramck. If the employee, at his/her sole discretion, chooses to opt out of any of the insurance, as specified in sub paragraphs (a), (b) and/or (e) above, then in that event, the City shall pay said employee 50% of the monthly premium normally paid by the City for insurances covered in sub paragraphs (a) and/or (b) above for one person coverage for as long as said employee is not covered by any such insurance plan funded by the City of Hamtramck. Such payment shall be made to the employee quarterly. Provided, however, that should said employee choose to be insured by the City as set forth in

paragraphs (a), (b) and/or (e) above, then in that event, said employee shall be allowed to return to said coverage without penalty and as prescribed by the insurance plans described in said paragraphs.

Sec. 8 - Hospitalization Upon Retirement

(a) RETIREMENTS EFFECTIVE JANUARY 1, 1975

The CITY shall pay one-half (1/2) of the cost of hospitalization for employees who retire after January 1, 1975 until that retired employee attains the age of Sixty-five (65) or is eligible for Medicare and/or Medicaid. Such retired employee who obtains employment from an employer who provides hospital insurance shall not be covered by the CITY'S hospital insurance for the duration of such employment. Said employee shall notify the City within thirty (30) days of obtaining employment which provides hospital insurance. In the event an employee fails to notify the City of such employment, said employee shall reimburse the City for all premiums paid by the City during the period when said employee was covered by other hospital insurance. Said employee shall have thirty (30) days to make said reimbursement. Said employee shall not be eligible for subsequent coverage until said reimbursement is made.

(b) RETIREMENTS EFFECTIVE JULY 1, 1977

The CITY shall pay in full for the cost of hospitalization for employees and their families who retire on or after July 1, 1977, until that retired employee attains the age of sixty-five (65) or is eligible for Medicare or Medicaid. Such retired employee who obtains employment from an employer who provides hospital insurance shall not be covered by the CITY'S hospital insurance for the duration of said employment. Said employee shall notify the City within thirty (30) days of obtaining employment which provides hospital insurance. In the event an employee fails to notify the City of such employment, said employee shall reimburse the City for all premiums paid by the City during the period when said employee was covered by other hospital insurance. Said employee shall have thirty (30) days to make said reimbursement. Said employee shall not be eligible for subsequent coverage until said reimbursement is received. The CITY shall incur the obligation to commence benefits on August 16, 1978. Employees who have secured such insurance coverage prior to August 16, 1978 and would be entitled to such benefits having retired on or after July 1, 1977, shall not be entitled to reimbursement for premiums paid for such coverage prior to August 16, 1978. In the event the City of Hamtramck does not forthwith arrange for such coverage, then such retired employees shall be entitled to be reimbursed for premiums paid after August 16, 1978.

(c) RETIREMENTS EFFECTIVE JULY 1, 1986

The City shall pay in full for the cost of medical, hospital, and surgical insurance (as more fully described in Section 7(a) above) for employees and eligible members of employees' families who retire on or after July 1, 1986 until that retired employee attains the age of sixty-five (65) or is eligible for medicare or medicaid. Such retired employee who obtains

employment from an employer who provides similar insurance shall not be covered by the CITY'S insurance for the duration of said employment. Said employee shall notify the City within 30 days of obtaining employment which provides similar hospital insurance. In the event an employee fails to notify the City of such employment, said employee shall reimburse the City for all premiums paid by the City during the period when said employee was covered by other similar insurance. Said employee shall have thirty (30) days to make said reimbursement. Said employee shall not be eligible for subsequent coverage until said reimbursement is received.

(d) RETIREMENTS EFFECTIVE JULY 1, 1989

Medicare Supplement

In addition to Section 8(c) above, all members (to include all eligible members of the employee's family) who retire after July 1, 1989, shall be eligible for and the City shall provide and pay the full cost of supplemental insurance to Medicare, which is equivalent to or superior to that offered by and through Blue Cross - Blue Shield of Michigan.

The City shall notify each retiree in writing at the beginning of each fiscal year of the requirements of the above provision (Section 8 hereof).

Sec. 9 - Health Insurance Coverage After Line-Of-Duty Injury

The CITY shall provide continuous health insurance coverage as described in Section 7 of this Article of this contract for all full-time employees who are injured or become ill from an on-duty event, that is, injured in the line of duty, or injured while off duty as a result of acting in the capacity of an individual employee's oath of office and is, therefore, unable to work. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of an individual employee's oath of office, the entitlement of the employee to his or her full rate of pay shall be the decision of the Workers' Compensation Commission of the State of Michigan. Such health insurance coverage shall continue for as long as each individual employee is unemployed as a result of such injury or until retirement.

Sec. 10 - Layoffs

(a) All wages and benefits due and owing to an employee shall be paid within one (1) week after layoff.

(b) Layoffs shall be accomplished by seniority - last hired shall be first laid off in the Department. For purposes of carrying out this provision, the City shall establish and maintain a seniority list of members in the Department. Whenever two or more employees have the same date of original appointment, their examination scores by which they were placed on the eligibility list will govern their seniority, that is - the highest score to have the highest seniority. If the scores are identical, then time and date of application shall govern.

(c) The CITY shall provide hospitalization for the laid off employee until the next premium is due; thereafter, the laid off employee shall be carried as a group member as long as he is on layoff and shall pay to the CITY the group membership premium for hospitalization.

(d) In the event the CITY plans a layoff or reduction in force as a result of financial crises or otherwise, CITY and LODGE agree to negotiate the terms and conditions of such layoff or reduction in force.

ARTICLE VIII, VACATIONS

Sec. 1 - Amount

All employees of the Police Department shall be entitled to one calendar month annual leave with pay per year. For all intents and purposes, this shall be deemed twenty-four (24) days; 12 consecutive work days in summer - 12 consecutive work days in winter.

All employees of the Police Department, hired after July 1, 1992, shall be entitled exclusively to the following annual leave, with pay, per year:

Patrolman I - shall accumulate five (5) consecutive work days in summer and five (5) consecutive work days in winter, to be taken in the second year of employment.

Patrolman II - shall accumulate eight (8) consecutive work days in summer and eight (8) consecutive work days in winter, to be taken in the third year of employment.

Patrolman III - Shall accumulate ten (10) consecutive work days in summer and ten (10) consecutive work days in winter, to be taken in the fourth year of employment.

Patrolman IV - Shall accumulate twelve (12) consecutive work days in summer and twelve (12) consecutive work days in winter, to be taken in the fifth year of employment.

Sec. 2 - Time of Vacation

All employees of the Police Department shall be allowed to take a summer vacation between May 1st and November 1st. All other time may be used for winter vacations.

Sec. 3 - Designation of Vacation Period

Employees shall be afforded a reasonable time to designate their preferred vacation period. Such selection to be made prior to the commencement of the summer or winter periods above set forth. Selection may be based upon total seniority within rank. Each unit shall select independently of the other.

Sec. 4 - Changes in Vacation Schedules

The City shall have the right to change, modify or alter vacation schedules upon the declaration of an emergency by the Director of Public Safety, or Head of the Police Department for such occurrences or events as, but not inclusive of, civil disturbances, major and infrequent public event or weather emergencies.

ARTICLE IX, SICK LEAVE

Sec. 1 - Amount

All members shall accumulate sick leaves at the rate of one and a quarter (1-1/4) days per month or fifteen (15) days per year. These days shall accumulate to a maximum one hundred fifty (150) sick days per employee. Payment for one hundred twenty-five (125) days accumulated sick leave shall be paid in full at the employee's existing wage rate at the time of his retirement. In the event of death, money due to employee to be paid to legal beneficiary. Sick slips will not require notarization.

All members hired after July 1, 1992 shall accumulate sick leave exclusively at the following rates:

Patrolman I - At the rate of one half (1/2) day per month or six (6) days per year.

Patrolman II - At the rate of three quarter (3/4) days per month or nine (9) days per year.

Patrolman III - At the rate of one (1) day per month or twelve (12) days per year.

Patrolman IV - At the rate of one and one quarter (1-1/4) days per month or fifteen (15) days per year.

Sec. 2 - Bonus Days

All employees using six (6) or fewer sick days in a fiscal year, as per bonus plan set up; by the Civil Service Commission Rule XI, shall be entitled to three (3) "B" days as is presently defined in Civil Service Rule XI. Employees using three (3) or fewer sick days shall receive three (3) bonus days without any deduction from accumulated sick leave. The distribution and scheduling of bonus days shall be the prerogative of management.

Sec. 3 - Deduction from Sick Bank

No deduction shall be made for any sick time resulting from a service connected illness or disability which is certified by a physician selected by the City.

Sec. 4 - Determination of Sick or Disability Status

It is the responsibility of the physician on the staff of Ford Hospital selected by the City to determine whether the illness or injury of an employee is duty incurred. When an employee sustains an original injury in the performance of duty during his regular hours, and is unable to complete his tour of duty, he shall be carried disabled. At all other times, he shall be carried sick until the final determination is made by a physician on the staff of Ford Hospital selected by the City. Under no circumstances shall the status of an employee being carried sick or disabled be changed in any department records without the written authorization of the physician.

Sec. 5 - Return for Duty When Ordered

Any employee reported "fit for duty" by the physician who does not report at the roll call shall be considered "absent without leave".

Sec. 6 - Return to Duty

To assure proper health safeguards for department personnel, employees who are ordered off-duty by the physician due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by the physician.

Sec. 7 - Limited Duty

Union employees placed on limited duty by a physician on the staff of Ford Hospital selected by the City shall report immediately with their limited duty authorization to the department head who will determine an appropriate limited duty assignment and notify the employee's supervisor.

Employees on limited duty shall report for physical examinations when directed by the physician on the staff of Ford Hospital selected by the City. When employee's are taken off limited duty they shall report immediately with their authorization slip to their supervisor.

An employee on limited duty normally shall not wear a uniform except under emergency conditions when ordered by his supervisor. In such cases, however, the employee shall not leave the building or travel to and from work in uniform.

Sec. 8 - Full Wages for Line-Of-Duty Injury

(a) Whenever an employee is injured or becomes ill from an on-duty event, that is, injured in the line of duty or is injured while off duty as a result of his or her acting in the capacity of his or her oath of office and is unable to work, the CITY shall supplement any Workers' Compensation benefits in order to continue the employee's normal rate of pay without loss of accumulated sick leave days. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of the employee's oath of office, the entitlement of the employee to his full rate of pay shall be the decision of the Workers' Compensation Commission of the State of Michigan.

(b) Said supplemented pay, as is above described, shall continue for a period not to exceed two years at which time the employee shall be placed on a permanent disability list under his then currently existing pension plan.

(c) In the event that an employee dies while on duty, or an employee's death results from performance of his duty, either in the City of Hamtramck or while rendering "mutual aid" in another community or if an employee dies while off duty, and employee's death results from performance of his oath of office in the City of Hamtramck, then in that event, the City of Hamtramck:

(1) Shall have the obligation to insure that the employee's spouse and/or dependents as the case may be, shall receive full pay at the employee's normal rate of pay for a period not to exceed two years or until such time as the employee's spouse and/or dependents would receive the specific death loss benefits then existing under the Workers' Compensation Laws in the State of Michigan, whichever occurs first.

(2) Shall have the obligation to provide survivor's pension benefits to the spouse and/or dependents as the case may be, for the deceased employees covered under the terms of this agreement who were not covered under the pension plan which was adopted and instituted in the City of Hamtramck in 1971. Such benefits for these employees are payable at the time of the exhaustion of or nonpayment of Workers' Compensation Benefits as outlined in the last preceding paragraph.

Sec. 9 - Illness or Injury Services

In non- or post-emergency cases, personnel who have incurred an alleged service connected illness or injury must obtain approval from a physician on the staff of Ford Hospital designated by the City before securing any type of medical pension or treatment for the illness or injury, including x-rays and dental care. The department shall not be liable for costs so incurred unless prior approval is obtained.

Sec. 10 - Alternative Treatment Facility/Physician

Notwithstanding anything herein to the contrary, the parties agree that it is not always in the best interest of the CITY or the employee to require personnel who have incurred an alleged service connected illness or injury to obtain, from a physician on the staff of Ford Hospital, approval for treatment for the illness or injury or a determination as to whether or not the illness or injury is duty incurred/connected. Therefore, notwithstanding any other requirement or provision mentioned in this Article, the parties agree that whenever reference is made to a physician on the staff of Ford Hospital selected by the CITY, such language shall be modified and amended to include any other physician on the staff of an accredited health care facility or in private practice as is mutually agreeable to the employee involved and the CITY. PROVIDED HOWEVER, should the parties involved fail to agree upon a treating physician or health care facility, or should either party become

dissatisfied with the treatment rendered, or the determination made, then, in that event, either party may demand treatment, or a re-evaluation by a physician on the staff of Ford Hospital.

Sec. 11 - Other Leaves

Emergency Leave - An employee shall be entitled to three (3) personal leave days per year for personal business, two of which shall be subject to approval of his/her superior officer and one of which shall be used at the discretion of the employee, without prior approval. "E" days shall not be deductible from sick leave.

Funeral Leave - An employee shall be entitled to charge up to four (4) days per funeral to make preparation for and attend the funeral and burial of an immediate member of his family. An immediate member of the family for this purpose shall be deemed to be a husband, wife, parent or child of the employee, and this leave will not come off the employee's sick time.

Three (3) days for funeral attendance will be permitted for the purpose of attending the funeral of the following relatives: Parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and this leave is not to come off an employee's sick time.

One (1) day funeral attendance will be permitted for the purpose of attending a funeral of the following relatives: aunt, uncle, niece or nephew. Days to attend funerals in the above cases shall not be deducted from accumulated sick leave. However, the Chief of Police shall have the right to request an affidavit of relationship to the deceased.

ARTICLE X. STAFFING REQUIREMENTS

Sec. 1 - Hours of Employment

(a) The normal workday shall be eight (8) consecutive hours of work and the normal work week, regardless of shift arrangements, shall not be more than forty (40) hours per week.

(b) The three (3) platoon (shift) system as presently exists shall be retained.

(c) Duty hours shall be as follows:

- | | |
|----------------|-------------------------|
| 1. Platoon I | 7:00 a.m. to 3:00 p.m. |
| 2. Platoon II | 3:00 p.m. to 11:00 p.m. |
| 3. Platoon III | 11:00 p.m. to 7:00 a.m. |

Sec. 2 - Car Staffing

(a) Platoon I - There shall be, at a minimum and without exception, one (1) single officer patrol unit and one (1) two officer patrol unit working Platoon I.

(b) Platoon II and Platoon III - There shall be, at a minimum and without exception, two (2) two-officer patrol units working Platoon II and Platoon III.

Officers in "Special Assignment" positions, as defined in Article XIX, Section 2, shall not be included in (a) or (b) above.

OFFICER, for purposes of this Article, shall mean patrolman.

Sec. 3 - Detective Bureau

The CITY shall maintain a Detective Bureau which shall function and perform as a division independent of the Uniformed Division and be staffed by its own appropriate supervisory personnel. This Bureau shall consist of not less than six (6) detectives.

Sec. 4 - Uniform Division - Road Patrol

(a) The employer shall maintain a minimum number of uniformed officers assigned to the road patrol as follows:

Platoon I	Nine (9) Uniformed Officers
Platoon II	Nine (9) Uniformed Officers
Platoon III	Nine (9) Uniformed Officers

(b) The staffing requirements [(a) above] shall be met per the following timetable:

- (1) Not later than July 1, 1989, the employer shall maintain a minimum of seven (7) uniformed officers on each Platoon;
- (2) Not later than July 1, 1990, the employer shall maintain a minimum of eight (8) uniformed officers on each Platoon;
- (3) Not later than July 1, 1991, the employer shall maintain a minimum of nine (9) uniformed officers on each Platoon.

Sec. 5 - Trading Days

Subject to departmental manpower requirements and proper notification, employees shall be permitted to voluntarily trade work or leave days. All leave days relating to this provision only shall be returned within a calendar month and limited to three (3) days.

ARTICLE XI - PENSIONS AND RETIREMENTS

Sec. 1 - Pension Program

Current bargaining unit personnel shall be appropriately subject to

and entitled to pension and retirements as provided in the two (2) amendments. Any future Charter amendment shall be mutually discussed.

Sec. 2 - Military Buyback (Old Pension - Municipal)

Employees may purchase additional years of service credit for military duty. Any such years purchased, plus Department service time equaling 20 or more years, will enable such employee to full pension benefits. The employee contribution shall be 6% of annual base salary (excluding back pay awarded or to be awarded). If sufficient monies are available, it may be deducted from any lump sum payment due employees at the time of retirement at the option of the employee.

Sec. 3 - Municipal Employees Retirement System (MERS)

(a) Bargaining unit members hired after January 1, 1970 shall be covered under PA 427 of 1984, formerly PA 135 of 1945, as amended, also known as the Michigan Municipal Employees Retirement System (MERS). The basic pension system and its amendments are hereby adopted by reference as though fully contained herein. (MCLA 38, 1501, et seq.)

(1) In addition to the basic MERS benefits, the following MERS benefit enhancements will apply:

Employees may purchase additional years of service credit for continuous active service in armed forces pursuant to Sec. 9 PA 427, 1984 (MCLA 38.1509). The employee contribution shall be 6% of annual earned salary for each year of service. If sufficient monies are available, the employee contribution may be deducted from any lump sum payment due employee at the time of retirement, at the option of the employee.

(b) Employees who retire on or after June 30, 1986, shall receive, in addition to 3 (a) (1) above, the following MERS benefit enhancements:

(1) F 50 - Full benefits when the member or vested former member has attained 50 years or older and has 25 years of service pursuant to Sec. 10 PA 427, 1984 (MCLA 38.1510). Beginning on June 30, 1986, employees covered by MERS will contribute an additional 2% per year (Total 7%) for this improvement until June 30, 1988.

(c) Employees who retire on or after July 1, 1991 shall receive, in addition to 3 (a) (1) and 3 (b) (1) above, the following MERS benefit enhancements:

(1) B-2 benefit program retirement allowance pursuant to Sec. 16 PA 427, 1984 (MCLA 38.1516)

(d) Employees who retire on or after June 30, 1997, shall receive in addition to 3(a)(1) above, the following MERS benefit enhancements:

(1) Full benefits when the member or vested former member has attained 25 years of service, regardless of age.

(e) Employees who retire on or after June 30, 1997 shall receive, in addition to 3(a)(1) and 3(d)(1) above, the following MERS benefit enhancements:

(1) B 4 benefit program retirement allowance pursuant to Section 16 PA 427, 1984 (MCLA 38.1516 a).

(f) Pension Moratorium. The parties agree that neither shall alter, attempt to alter, add to or attempt to add to, through negotiations, arbitration, or court, or administrative action, any provision relating to pension, unless mutually agreed to do so by the parties, until June 30, 1998.

ARTICLE XII, STRIKE PROHIBITION

The LODGE will not engage in or sanction strike action during the life of this Agreement.

ARTICLE XIII, DISCIPLINE

A - No Punishment Without Cause.

No employee shall be removed, discharged in rank or pay, suspended or otherwise punished, except for cause.

B - Requirement of a Written Statement.

The employee shall be furnished with a written statement of the charges and the reasons for disciplinary action.

C - Time Limit for Filing Charges.

All charges shall be void unless filed within ten (10) days provided the employee's actions are not under investigation by County, State or Federal police agency or by the Office of the Wayne County Prosecutor, or by the Attorney General of Michigan.

D - City Must Have Knowledge of Occurrence.

The time for filing charges shall begin to run after the City receives notice of the alleged occurrence or supervisory personnel have knowledge, or with the exercise of reasonable diligence should have knowledge of the occurrence, whichever is first.

E - City Must Use Due Diligence.

The City is required to use due diligence in its investigation of possible disciplinary action.

F - Due Process Must Be Provided.

In any trial board proceeding, the employee shall have reasonable

time to prepare for the defense against charges preferred and shall have the right to counsel, and shall be afforded due process.

ARTICLE XIV, GRIEVANCE AND ARBITRATION

Sec. 1 - 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:

STEP ONE:

Within 15 days of the date the member receives actual knowledge, that is, actual notice of the actual event which gives rise to his/her alleged grievance, the problem shall be taken up informally between the Lodge representatives in the particular unit and the superior officer involved.

STEP TWO:

Should Step One not resolve the issue within three (3) days of Step One, it shall then be taken up between the Lodge and the Chief of the Department. If the matter is not resolved within three days of its submission to the Chief, it may proceed to the next step of this procedure.

STEP THREE:

Should Step Two not resolve the issue, then a meeting between the Lodge representative and the Director of Public Safety shall be formally requested in writing supported by statement of the grievants involved and such meeting shall be held within a period of three (3) days following such request.

STEP FOUR:

If in any of the foregoing Steps either party fails to carry out the procedure outlined, or if the grievance is not satisfactorily resolved in the last preceding Step, the Lodge or Employer, as the case may be, may within sixty (60) days of Step Three, proceed to arbitration. An arbitrator shall be selected in accordance with the rules, regulations and the procedures of the American Arbitration Association.

The parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties hereto. The fees and expenses of said Arbitrator shall be paid by the party against whom the decision is rendered.

ARTICLE XV, SENIORITY

Sec. 1 - Anniversary Date

The anniversary date of service, for the purposes of this Article shall be the original date of appointment to the Police Department, subject to

the rules of resignation and/or retirement. Seniority shall be determined by the employee's length of service in the Department. Time spent in the Armed Forces on military leaves of absence and other authorized leaves and time lost because of duty-connected disabilities shall be included.

Sec. 2 - Seniority Points in Promotional Tests

Seniority points shall be given at the rate of .75 per each year of service with a maximum of 15 points provided a grade of 70 is reached on the written examination.

Sec. 3 - Oral Tests

Civil Service procedure for oral tests shall prevail with the exception that not more than twenty-five (25%) percent of any test score shall be attributable to an oral examination. Any person connected with the Hamtramck Civil Service may not participate in the Oral Interviewing Board.

Sec. 4 - Position Vacancies

Subject to the approval of the Common Council, all vacancies shall be filled according to the established eligibility lists within fifteen (15) days; if no eligibility lists exist, same shall be established within sixty (60) days. In all personnel revisions, vacancies and assignments preference shall be accorded certified employees whose names appear on seniority lists.

ARTICLE XVI, WORKING CONDITIONS

Sec. 1 - Shift Equality

No police personnel (other than probationary employees) shall involuntarily work more than two (2) consecutive months on any one platoon nor more than three (3) consecutive months without being assigned to Platoon I, that is, having duty hours from 7:00 a.m. to 3:00 p.m. for one of the three months.

Permanent Shifts. The parties hereto acknowledge that during the course of the expiring contract they entered into a letter agreement with council allowing for permanent shifts. Notwithstanding the above, permanent shifts as provided in said agreement shall continue for the duration of this contract until June 30, 1996. Thereafter said agreement shall terminate unless extended by the parties hereto.

Sec. 2 - Pay for Acting Rank

Any member of the Police Department who is assigned to perform all the regular duties of a higher rank by his superior, for two (2) weeks or more, shall receive the salary for performing the duties of such higher rank for the entire period he is assigned.

Sec. 3 - Use of Private Vehicles

A member shall not be compelled to use his privately owned vehicle for any police purposes during working hours.

Sec. 4 - Off Duty Court Appearance

Every officer of the Department employed on the afternoon or midnight platoon shift or on leave or vacation or on a day off, shall be entitled to compensatory time, or cash, at the option of the employer and in accordance with the following schedule for each and every court appearance at the rate of time and one-half, provided however, if the employer elects compensatory time, then said employer shall make provision that it be granted within sixty (60) days of the time earned. Failure to grant such compensatory time within sixty (60) days shall thereupon result in requiring the employer to make immediate cash payment in lieu thereof:

DISTRICT COURT	2 hours Monday thru Friday
DISTRICT COURT	4 hours on Exam Day
L.C.C.	4 hours
CIRCUIT COURT	4 hours
OTHER COURTS (Juvenile, Federal)	4 hours

Sec. 5 - Reassignments Within the Department

The Director of Public Safety shall reassign personnel within the Department by utilizing those who are qualified for the new assignment. Reassignment shall be made only after consultation with the Chief of Police.

Sec. 6 - Duties Unrelated to Police Work

No employee subject to the terms of this contract shall be required to perform duties unrelated to police work. These non-related duties include, by way of illustration and not limitation, opening or closing underpasses and having the responsibility for turning CITY Christmas lights on and off.

Sec. 7 - Future Civilian Employment

Any future employees to be hired as electricians shall be eliminated from the Class "B" category when existing employees resign or retire.

Sec. 8 - Health and Safety

It is mutually agreed between the parties hereto that the employees shall be entitled to work under a satisfactory environment conducive to standards of safety and health which shall be in the best interest of the employer and employee. All equipment shall meet minimum safety standards. That scout cars be manned with two (2) officers on afternoon and midnight platoons; one-man scout cars will be permissible during the 7:00 a.m. to 3:00 p.m. duty hours. During this time, at least one scout car shall be manned by two (2) officers.

Detectives who are assigned to work between the hours of 4:00 p.m. and 8:00 a.m. shall also work in two (2) man cars whether marked or unmarked. However, individual detectives may, on a daily basis, voluntarily waive such right.

Sec. 9 - Added Incentive

Any employee wishing to further his education in related fields of police work who attends an accredited institution on his own time, shall, upon his satisfactory completion of such classes, be reimbursed the amount of his costs for tuition and books subject to the prior approval of the Chief or Director.

Sec. 10 - Standby Time

If any employee receives approval by the Chief of the Police Department or the Director of Public Safety to be on a standby status during any intervening period between his regular work shift, and is not called in, shall receive a minimum four (4) hours of ATO (compensatory) time for such standby service.

Sec. 11 - Probationary Officer

A new employee shall be designated a probationary officer for a period of one (1) year.

Sec. 12 - Residency

The CITY shall not require residency in the City of Hamtramck as a condition of employment for any employee covered under the terms of this Agreement.

Sec. 13 - Telephone

(a) Employees covered under the terms of this Agreement shall have a telephone in their home.

(b) The telephone number must be provided to the head of the Police Department and the employee's immediate superior.

(c) The financial responsibility for maintaining such a telephone shall be solely that of the employees.

Sec. 14 - Uniform Changes

In the event the CITY wishes to change police uniforms, then a committee consisting of the LODGE president, LODGE secretary, Hamtramck Police Ranking Officers Association president and the Chief of Police (total four (4) members) shall be convened to determine if such a change is necessary. If the Committee, by majority vote, determines that such a change is necessary, then such a change shall be implemented. If police uniforms are changed, no further change or request to change uniforms shall be put before this

Committee and no change shall take effect until three (3) years have expired from the effective date of the last uniform change.

Sec. 15 - Promotions to a Higher Rank before Retirement

Any person covered under the terms of this Agreement who is promoted to a higher rank must hold that rank for ninety (90) days prior to retirement or that employee shall not be entitled to the pension benefits available to persons holding said higher rank.

Sec. 16 - Police Secretary

The position of police secretary shall be abolished by the Hamtramck City Council upon its adoption of the revised 1977-1978 budget.

Sec. 17 - Union President on Day Shift

The President of the Lodge shall be assigned to the day shift.

Sec. 18 - Drug/Alcohol Testing

The Substance Abuse Policy adopted by the parties during the prior contract and dated, January 5, 1990, shall continue as the policy of the City and the employees covered by this agreement concerning substance abuse, unless otherwise modified by the mutual agreement of the parties.

Sec. 19 - Union Notification

The Union President or in his absence, another Union Officer shall be notified at least 48 hours in advance of all postings of promotions, special assignments, department policy changes, in-service training assignments and/or school availabilities, and/or, except in emergencies, special or general orders.

ARTICLE XVII, FALSE ARREST INSURANCE

The CITY shall provide a fully paid policy of false arrest insurance or shall self-insure, in the amount of Five Hundred Thousand (\$500,000) Dollars per person per occurrence. Such coverage shall provide coverage and pay damages because of claims for false arrest, assault and battery, false imprisonment, malicious prosecution, false or improper service of process, or other claims growing out of the performance of the official duties of law enforcement officers or their employees during the period of the contract. Such coverage shall at least be consistent with the law enforcement officers comprehensive liability insurance formerly provided by Ideal Mutual Insurance Company under a master policy number GR 78-244 issued to the National Sheriffs Association.

ARTICLE XVIII, SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the CITY, the LODGE and the employees in the bargaining unit.

(a) In the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative.

(b) However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XIX. SPECIAL ASSIGNMENTS

Sec. 1 - Minimum Service

Subject to manpower requirements, the City may make special assignments of personnel who have a minimum of three (3) years of service within the Department.

Sec. 2 - Definition

These special assignments shall include, by way of illustration, but not limitation, traffic, motorcycle, radar, warrant officer, juvenile officer.

Sec. 3 - Postings

All requirements for a special assignment shall be posted by the CITY, and a copy sent to the Union, at least fifteen (15) days prior to their being made.

Sec. 4 - Seniority

Seniority shall be in an important consideration in management's making special assignments, and shall govern if other factors are approximately equal.

Sec. 5 - Assignment to Mayor's Office

Notwithstanding anything herein to the contrary, the City, at the discretion of the Director of Public Safety, may assign an officer with at least three (3) years' seniority, on a voluntary basis, to the Mayor's office. Such assignment shall not be subject to the provisions of Sections 1 through 4 above, nor shall it be subject to the grievance procedure.

ARTICLE XX. DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be distributed by the CITY to all employees of the Police Department.

ARTICLE XXI. DURATION

Sec. 1 - Duration

This agreement shall be effective as of the first day of July, 1992, and shall remain in full force and effect to and including the 30th day of June, 1996.

Sec. 2 - Future Negotiations

Not later than April 16, 1996, both parties to this Agreement shall enter into negotiations for a new Agreement for a succeeding period.

Sec. 3 - Extension

In the event that negotiations extend beyond the 30th day of June, 1996, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract. Any additional benefits or increases in wages obtained as a result of negotiations after the expiration of this Agreement shall be retroactive to the 1st day of July, 1996.

It is understood that this agreement is subject to standard ratification, approval and execution procedures.

IN WITNESS WHEREOF, the parties hereto have set their hands this 18 day of MARCH, A.D., 1993.

HAMTRAMCK FRATERNAL ORDER OF
POLICE, Lodge 109

By Richard Campbell
President

BY Richard Boleja
PAST Vice-president

By David D. Brown
Secretary - Treasurer

CITY OF HAMTRAMCK
A Municipal Corporation
By Its Common Council

By Debra Justawicz

By John Janczarek

By Michael L. Witkowski

By Edward Pajch

By Paul C. Odubinski