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CONTRACT 1992 - 1998

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Collective Bargaining Agreement for 1992-98

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Agreement
Between the
City of Detroit
and
Detroit Police Officers Association

1992-1998



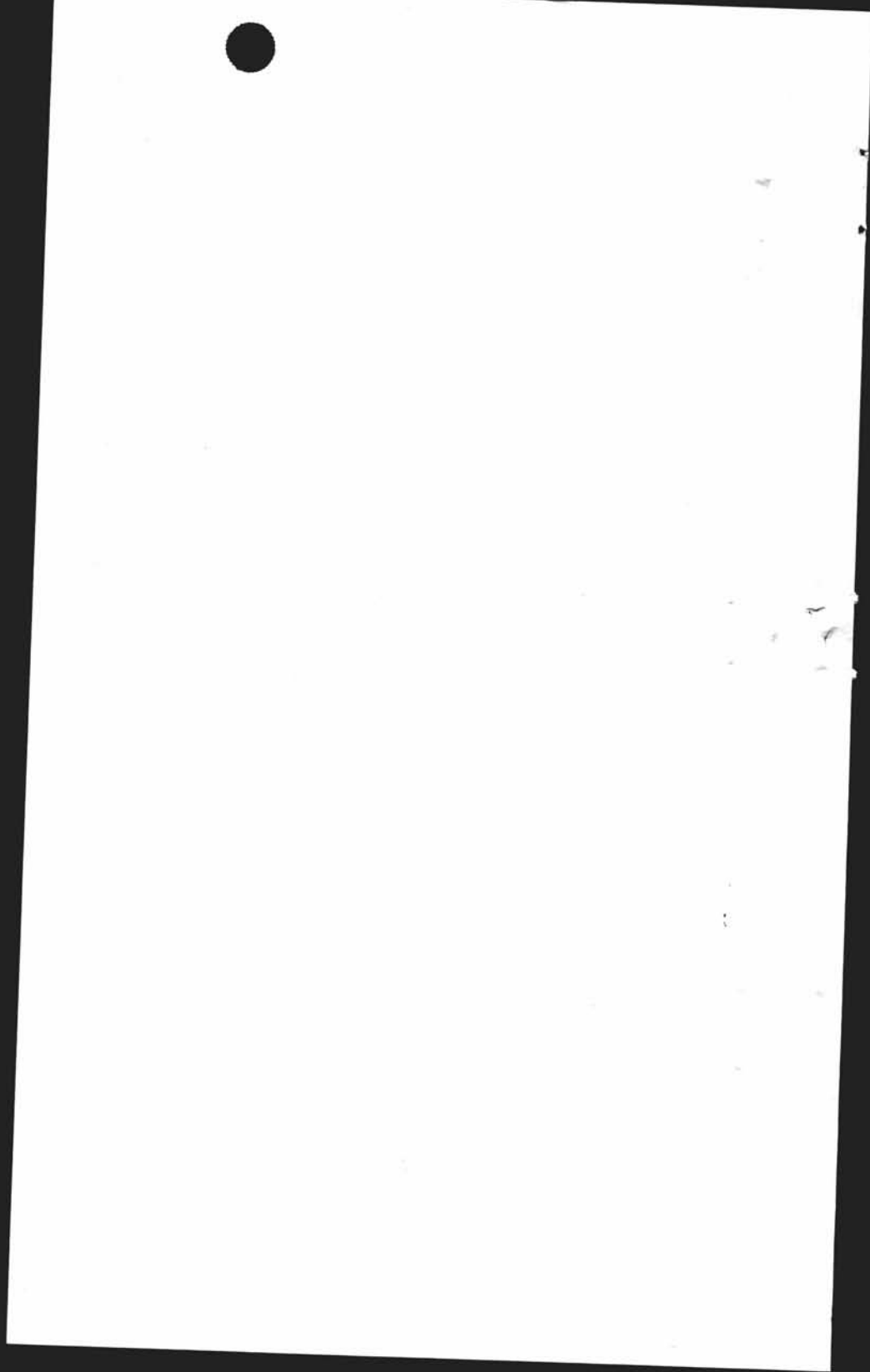
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LAW ENFORCEMENT-CODE OF ETHICS

As a law enforcement officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception; the weak against oppression or intimidation; and the peaceful against violence or disorder; and to respect the constitutional rights of all persons to liberty, equality and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence, and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as public trust to be held so long as I am true to the ethics of police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession -- LAW ENFORCEMENT.

The Law Enforcement Officers Code of Ethics, by agreement of the parties, is not a provision or article of this contract, but rather is included herein to remind all who read this document of the dedication, sacrifice, courage, valor, judgment, wisdom, responsibility, accountability, loyalty and professionalism which is displayed by the membership of the Detroit Police Officers Association while serving the citizens of the City of Detroit.

AGREEMENT

This agreement is entered into between the City of Detroit, a public employer, and the Detroit Police Officers Association, a labor organization, pursuant to the Michigan Public Employment Relations Act.

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 of Detroit in its capacity as an Employer, the employees, the Union and the people of the City of Detroit.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

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

1. DEFINITIONS

- A. "Association" or "Union" means Detroit Police Officers Association, Inc.
- B. "Employee" means any person who is a Police Officer below the rank of Investigator in the Detroit Police Department.
- C. "Department" means the Detroit Police Department.
- D. "Employer" means the Detroit Police Department or the City of Detroit.
- E. "Commanding Officer" means the officer officially designated by the Detroit Police Department as the commander of a given unit.
- F. "Reviewing Officer" means the superior officer in charge of the next higher command or level above the commanding officer of the employee originating the grievance.
- G. "Labor Relations Section" means the Labor Relations Section of the Detroit Police Department.

- "Grievance" means the claimed unjust treatment, violation, misinterpretation, or inequitable application of any of the provisions of this Agreement or rules, regulations, and procedures covering working conditions applicable to the employees of the Department.
- "Association Officer" means any one of the four elected officers of the Association -- President, Vice-President, Secretary-Treasurer and Sergeant-at-Arms.
- "Steward" means the agent of the Association at the lowest departmental unit, that is, the representative at the precinct, section, unit, or other similar level.
- K. "Alternate Steward" means the agent of the Association who shall function in the absence of the steward.
- "Chief Steward" means the representative of the Association at the district level other than Association officer.
- M. "Alternate Chief Steward" means the agent of the Association who shall function in the absence of the Chief Steward.
- N. "Executive Board" means the nine (9) elected members of the Board of Directors of the Association and the four (4) elected officers of the Association, as defined in the Association's by-laws.
- O. "Board of Directors" means all of the stewards and the Executive Board.
- P. "Grievance Committee" means a committee of not more than three (3) members designated by the Union to review, screen, and adjust grievances presented by employees.
- Q. "Shall" and "will" as used in this contract have the same meaning; they are used to express what is mandatory or obligatory.
- R. Pronouns of masculine and feminine gender include each other.

2. RECOGNITION OF UNION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment for all Police Officers of the Detroit Police Department, below the rank of Investigator for the term of this Agreement.

3. UNION SECURITY

- A. Employees are free to join or not to join the Union.
- B. Employees not members of the Union and who desire membership in the Union shall confirm their desire to join for the duration of this Agreement by initiating their Union application form and dues deduction authorization forms within forty-five (45) calendar days after the effective date of this Agreement.
- C. Any person who is employed with the City prior to the effective date of this Agreement and is covered by this Agreement who is not a member of the Union and who does not make application for membership within forty-five (45) calendar days after the effective date of this Agreement shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the City is otherwise notified by the Union in writing within said thirty (30) calendar days.
- D. Any person who becomes an employee of the City after this Agreement is in effect and is covered by this Agreement who is not a member of the Union and who does not make application for membership within ninety (90) calendar days from the date of employment shall, as a condition of employment pay to the Union each month a service charge as a contribution toward the administration of this Agreement in an amount equal to the regular monthly Union membership dues. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) calendar days after receipt of written notice to the Employer from the Union, unless the City is otherwise notified by the Union in writing within said thirty (30) calendar days.
- E. All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving written notice within thirty (30) calendar days immediately prior to the expiration date of this Agreement, to assignees and the Finance Director. The Finance Director and the City Treasurer shall thereafter cease withholding any money whatever under such assignments.
- F. The Union shall have no rights or interest whatsoever in any money authorized withheld until such money is actually paid over to it; however, the City shall promptly remit said monies received to the Union. The City or any of its officers and employees shall not be liable for any reasonable delay in carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the Union's last known address, the City and its officers and employees shall be released from all liability to the employee and the Union under such assignments (Section 13-4-4 of the 1984 Municipal Code of the City of Detroit.)

- G. If any provision of this Article is invalid under Federal Law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State Law or shall be re-negotiated for the purpose of adequate replacement.

H. Dues Deduction

The Employer agrees to deduct from the wages of bargaining unit employees, all Union membership dues, initiation fees, and assessments uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction or service fee deductions shall remain in full force and effect during the period of this Agreement and may only be revoked within the thirty (30) calendar day period immediately prior to the expiration of this contract. The revocation notice must be given to both the Employer and the Union.

Dues and initiation fees will be authorized, levied, and certified in accordance with the constitution and by-laws of the Union. Each bargaining unit employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary-Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and initiation fees.

I. Service Fee Deduction

The Employer agrees to deduct from the wages of any bargaining unit employee who is not a member of the Union all Union service fees as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for service fee deduction shall remain in full force and effect during the period of this contract and may only be revoked on written notice within the thirty (30) calendar day period immediately prior to the expiration of this contract. The revocation notice must be given both to the Employer and to the Union.

- J. The Employer agrees to deduct from the wages of bargaining unit employees a political contribution deduction as provided for in a written authorization in accordance with the standard form used by the Employer, provided that the form shall be executed by the employee. The amount to be deducted shall be a set amount which shall be deducted on a bi-weekly basis. The Secretary-Treasurer of the Union shall notify the City, in writing, of the amount to be deducted. This deduction may be revoked by the employee at any time by giving written notice to both the Finance Department and to the Union.

- K. The Union agrees that in the event of litigation against the City, its agents, or employees arising out of this provision it will co-defend and indemnify and hold harmless the City, its agents, or employees from any monetary award arising out of such litigation.

4. BASIS OF REPRESENTATION

- A. In each representative unit (See Schedule A) employees normally shall be represented by one steward for each shift, who shall be a regularly scheduled bargaining unit employee working in that unit and on that shift. Normally, one alternate may be selected in each unit for each shift to serve in the absence of the steward; exceptions are noted in Schedule A. The Chief Steward in each representative District shall be selected from among the elected stewards of that District.
- B. The representative units and number of representatives allocated to each unit are listed in Schedule A attached to this Agreement. If any existing precinct, section or other unit is eliminated or any new precinct, section or other unit is created, or if the number of bargaining unit personnel of any existing unit is increased or decreased substantially, the parties to this Agreement shall re-negotiate the number of representatives allocated to such unit on a basis consistent with the principle of proportional representation.
- C. Stewards shall be allowed to communicate official Union business to members prior to on-duty roll call or following off-duty roll call.
- D. Chief stewards and stewards shall enjoy top seniority insofar as remaining with their section, unit or platoon during their term of office, and they shall not be transferred out of their precinct, section, unit or platoon except for justifiable cause. This provision will apply when reductions in force occur except when a section, unit or platoon is discontinued or otherwise inactivated or consolidated.
- E. Those nine (9) stewards who are members of the Executive Board of the Union shall be allowed a minimum of one (1) working day a month without loss of pay or benefits to attend Executive Board meetings.
- F. The steward or his alternate shall be excused from work without loss of pay or benefits to attend the monthly Board of Directors meetings when such meetings coincide with their normal working hours.
- G. The President, Vice President, Secretary-Treasurer and Sergeant-at-Arms shall be allowed to conduct Union business on a full-time basis without loss of pay or benefits. When reductions in force occur the above titled officers will have top seniority under Article 10.
- H. The Union officers upon leaving their positions shall have the right to return to their previous assignment.
- I. Union officers shall be permitted to discuss Union business with members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties. Such discussions shall not interfere with the normal operations of the precinct, section or unit involved.

- J. In the event of a full mobilization of the Department's resources, now known as a M02 complete, the Union officers shall contact the office of the Chief of Police and shall remain available during the period of the mobilization for the purpose of establishing a Department/Union liaison to deal with any labor relations problem which may arise.
- K. The Union President or in his absence the next Union officer in line shall be given written notice, in advance, of anticipated major changes in working conditions, and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be excepted from this provision.
- L. A copy of each special order, general order, notation, personnel order, training bulletin and materials that are distributed to the general membership shall be sent promptly to the Union President through the Department mails.
- M. A copy of photographs of all Department functions shall be available to the Union upon request on each specific occasion.
- N. Within thirty (30) days after the effective date of this Agreement, the Union President shall provide the Chief of Police written confirmation of the names of all stewards, chief stewards, the nine (9) stewards who are members of the Executive Board, Union officers, designated representatives, and Grievance Committee members who will function in an official capacity for the Union. As changes occur, the President shall notify the Chief of Police, in writing, within a reasonable time.
- O. Grievance Committee members shall receive two (2) working days off per week in order to investigate and process grievances. Grievance Committee members may also attend those meetings and hearings as set forth in the grievance and arbitration articles of this contract and any other meetings or hearings with officials of the City with the permission of the Labor Relations Section. Such permission shall not be unreasonably denied.
- P. The stewards and chief stewards may, during their working hours without loss of time, pay or benefits, investigate and present grievances to the Employer, after having obtained release from work from their supervisors. Such release shall be within a reasonable time. Such privilege shall not interfere with vital police service. The stewards and chief stewards shall not be released for simultaneous investigation of grievances, unless mutually agreed between the chief steward and the Desk Supervisor.
- Q. Special Conferences on important matters may be requested by either party and will be arranged between the Union President or designated representative and either the Board of Police Commissioners or their designated representative, or the Chief of Police or his designated representative. When the Union elects to have a special conference with the Board of Police Commissioners, the Union shall submit a copy of the request to the Chief of Police.

Arrangements for such special conferences shall be made five (5) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda.

5. UNION RESPONSIBILITIES

- A. Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the Union agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- B. The Union, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from the full, faithful and proper performance of all the duties of their employment.
- C. The Union further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering or any acts that interfere in any manner or to any degree with the continuity of police services.

6. MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Union recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority.
- B. The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety.
- C. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- D. The Department reserves the right to discipline and discharge for just cause. The Department reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the Department; or when such continuation of work would be wasteful and unproductive. The Department shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed.

No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the following authority conferred on City officials:

1. The charter responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and the City, passing upon ordinances adopted by the City Council, recommending an annual budget, or directing the proper performance of all Executive Departments;
2. The responsibility of the City Council for the enactment of ordinances, the appropriation of money and final determination of employee compensation;
3. The responsibility of the Department and the Board of Police Commissioners for determining classification, status and tenure of employees, establishing rules, initiating promotions and disciplinary actions, certifying payrolls and the reviewing of appointments in the police service;
4. The responsibility of the Department heads and the Board of Police Commissioners governed by charter provisions, ordinances, and departmental rules and as limited by the provisions of this agreement:
 - a. To recruit, assign, transfer or promote employees to positions within the Department;
 - b. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
 - c. To relieve employees from duties because of lack of work, lack of funds or for disciplinary reasons;
 - d. To determine methods, means and employees necessary for departmental operations;
 - e. To control the departmental budget; and
 - f. To take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

F. It is agreed by the Department and the Union that the City of Detroit is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Department and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the Department in all phases of the employment process. To this end, basic rights and equities of members are established through the City Charter, Executive Orders of the Mayor. Ordinances and Resolutions of the City Council, and the rules of the Department.

- G. It is further intended that this Agreement and its supplements shall be an implementation of the charter and ordinance authority of the Mayor, the City Council, the Board of Police Commissioners and the department heads, rules and regulations promulgated by the Department, and the provisions of Public Act 336 of 1947, as amended.
- H. The City will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Union under this contract.
- I. No department official or agent of the City shall:
 - 1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted by law to avoid a conflict of interest;
 - 2. Initiate, create, dominate, contribute to or interfere with the formation or administration of any employee organization meeting the requirement of law;
 - 3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization;
 - 4. Discriminate against an employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations or conferences as part of the labor organization recognized under the terms of this agreement; or
 - 5. Refuse to meet, negotiate or confer on proper matters with representatives of the Union as set forth in this agreement.

7. GRIEVANCE PROCEDURE

- A. Every employee of the Department shall have the right to present grievances in accordance with the procedure provided herein.
- B. The informal resolution of differences or grievances is encouraged at the lowest possible level of supervision.
- C. Sergeants, lieutenants, inspectors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.

Grievances shall be processed according to the following procedure:

STEP 1 - ORAL - SERGEANT, LIEUTENANT OR INSPECTOR

An employee who believes he has been dealt with unjustly or believes that any provision of this Agreement has not been applied or interpreted properly may discuss his complaint with his sergeant, lieutenant or inspector, with or without the presence of his steward. If the sergeant, lieutenant or inspector does not have the authority to resolve the complaint, the employee and the steward shall discuss the complaint with the commanding officer of his section or unit. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his steward before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with the steward.

STEP 2 - WRITTEN - SERGEANT, LIEUTENANT OR INSPECTOR

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the steward to the sergeant, lieutenant or inspector with whom the complaint was discussed in STEP 1. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee or employees involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant(s) claim have been violated. The supervisor's answer shall set forth the facts he took into account in answering the grievance. His written answer shall be presented to the steward within seven (7) calendar days after receipt of said written grievance. Acceptance or rejection of the supervisor's answer will be written on the grievance form by the steward.

STEP 3 - WRITTEN-COMMANDER/COMMANDING OFFICER OF PRECINCT/DIVISION

If the grievance is not satisfactorily adjusted, it may be referred to the chief steward, who may appeal such grievance to the precinct/division commander within seven (7) calendar days from receipt of the STEP 2 answer by the steward. The commander shall meet to discuss the grievance with the steward, chief steward, or both, the aggrieved employee(s), and render a written answer within seven (7) calendar days of his receipt of the grievance.

All grievances involving medical issues shall be filed with the Grievance Committee of the Union. The employee's commanding officer shall be presented an informational copy of the grievance. After conducting an investigation, the Grievance Committee may submit the grievance to the commanding officer of the Medical Section beginning with STEP 3 of the grievance procedure.

The commanding officer of the Medical Section shall make a complete investigation of the grievance, and shall answer the grievance within thirty (30) calendar days, attaching copies of all medical records pertaining to the injury or illness involved in the grievance.

STEP 4 - WRITTEN - CHIEF OF POLICE

If not satisfactorily settled, the grievance may be referred to the Chief. A meeting between the Chief or his designated Deputy Chief and a committee of the Union composed of the President or his designated representative, or both, and members of the Grievance Committee shall be held within seven (7) calendar days after referral to the Chief to discuss the grievance. The Chief, or his designated Deputy Chief, shall give his written answer within fourteen (14) calendar days of the meeting.

- E. Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without the intervention of the steward or Union officers; provided, however, that the Employer has given the steward or Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

- F. Grievances affecting a large number of employees or concerning a transfer between commands may be treated as policy grievances and entered at the third step of the grievance procedure by the Union. One or more members of the Grievance Committee may attend hearings on policy grievances entered at STEP 3 with the permission of the Labor Relations Section. Such permission shall not be unreasonably refused.

- G. Grievances shall be filed within thirty (30) calendar days of the event, occurrence or knowledge of the facts giving rise to the grievance. Grievances not appealed in writing to the next step within seven (7) calendar days of receipt of the last decision shall be considered settled on the basis of the last decision, provided that in cases concerning medical grievances, the Union shall have an additional sixty (60) calendar days from receipt of the answer of the commanding officer of the Medical Section, as set forth in STEP 3 of the grievance procedure. Grievances not answered on time may be moved to the next step or arbitration, whichever is applicable. All time limits of the grievance procedure may be shortened or extended by mutual agreement.

- H. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City agencies, e.g., payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at STEP 3.

8. ARBITRATION

Any unresolved grievance relating only to the interpretation, application or enforcement of a specific article and section of this Agreement or any supplementary agreement hereto, having been processed fully through the last step of the grievance procedure, may be submitted to arbitration by written request of either party in strict accordance with the following:

- A. Within thirty (30) calendar days after the execution of this Agreement, the parties shall convene and select four (4) disinterested persons qualified in labor-management relations to serve as permanent umpires. If the parties are unable to agree upon four (4) individuals to serve as permanent umpires, for each unfilled position the Director of the Michigan Employment Relations Commission shall be requested to submit the names of five (5) disinterested persons qualified and willing to act as impartial arbitrators. From each list the City and the Union shall each alternately strike one name until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as one of the four (4) permanent umpires.

Each permanent umpire shall hear cases as part of a tripartite arbitration panel consisting of the umpire, a delegate selected by the Union and a delegate selected by the City. Each umpire shall hear cases as part of a tripartite arbitration panel until he has heard five (5) non-disciplinary cases after which he will hear cases without the participation of the Union and City delegates. For disciplinary matters the permanent umpire shall sit alone to hear all cases. In unique cases a tripartite panel may be convened, provided that the Union and the City mutually agree.

In addition to the foregoing, either party may require that for each umpire a tripartite arbitration panel may be convened in up to two (2) non-disciplinary cases in a calendar year. Seven (7) days notice shall be provided to the other party if a tripartite arbitration panel is requested.

- B. The umpires shall hear cases on a rotating basis, such cases to be determined by a blind draw consistent with present practice.
- C. If at any time either party desires to terminate the service of an umpire, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the umpire of his termination. Neither party may terminate the services of an umpire unless he has heard at least one (1) case.

Once the umpire has received written notice that his services are terminated he shall not hear any further cases. However, he shall render decisions on all cases that he has heard prior to receiving such notice.

In the event an umpire is terminated, a new umpire shall be immediately selected in accordance with the procedure described in paragraph A, above.

- D. The umpire shall limit his decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement, and he shall be without power or authority to make any decision:
1. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws prevailing over the terms of this Agreement.
 2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter or applicable laws, so long as the exercise of this discretion does not conflict with this Agreement.
 3. Limiting or interfering in any way with the powers, duties or responsibilities of the City under its Charter or applicable laws prevailing over the terms of this Agreement. Limiting or interfering in any way with the powers, duties or responsibilities of the City under its rule-making powers not inconsistent with this Agreement.
 4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the City so long as such practice, policy, rules or regulations do not conflict with this Agreement.
 5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article and section hereof, the matter in question falls within the exercise of rights set forth in the article of this Agreement entitled "Management Rights and Responsibilities."
 6. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.
 7. Providing agreement for the parties in those cases where, by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
 8. Granting any right or relief for any alleged grievance occurring at any time other than the contract period in which such right originated.
- E. The right of either party to demand arbitration over an unadjusted grievance is limited to a period of twenty (20) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City.

- F. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation for personal services he may have received from any source during the period in question excluding documented overtime and Department authorized income earned outside his regularly scheduled work period.

When an employee is suspended pending disposition of charges against him, there shall be no offset of interim earnings provided he is exonerated and restored to duty. In consideration for the above, the Union agrees to process cases of officers under suspension in a prompt manner.

- G. The decision of the umpire in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state and the opposite party is bound to agree, that the award shall not be binding precedent in like or analogous situations pending at that time.

- H. There shall be no appeal from the decision of the umpire if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Union, on all bargaining unit employees, and on the City. The Union will discourage attempts by any bargaining unit employee to appeal a decision of the umpire to any court or labor board. The umpire shall submit his decision in writing within thirty (30) calendar days after the conclusion of the hearing.

- I. In the event a case is appealed to the umpire and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.

- J. The expenses of the umpire, including the cost of all witnesses and exhibits called by him, shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of its own witnesses. Pay for lost time for any City employees other than the aggrieved shall not apply to their participation in arbitration cases. However, two Grievance Committee members may attend each arbitration hearing with pay.

9. DISCIPLINE

All alleged charges and specifications against employees will indicate the specific violation of Departmental rules and regulations including the date, time and location of such alleged violations and a statement in simple concise language of the facts constituting the allegations.

Personnel Orders concerning discipline imposed upon an employee will include a statement that the discipline has been appealed, if applicable.

In no event will any penalty be increased from that rendered at the original hearing.

The following shall be the discipline procedure for all employees covered by this Agreement:

A. Written Reprimand Appeal Procedure

1. Appeal to the Commander: In the event that a police officer feels he has been unjustly reprimanded, he may appeal such action to his Commander for review. Such appeal must be made in writing within ten (10) calendar days of the service of the reprimand on the police officer. The Commander shall schedule a hearing within ten (10) calendar days of the receipt of the appeal and shall give a written decision within ten (10) calendar days of the meeting.
2. Appeal to the Chief of Police: Any police officer may appeal the decision of his Commander to the Chief of Police for review. Such appeal must be made in writing within ten (10) calendar days of the service of the decision by his Commander. The Chief of Police or his designated representative shall schedule a hearing within ten (10) calendar days of a timely appeal.

The reprimand shall then be reviewed by the Chief of Police or his designee who shall have the authority to:

- a. Sustain the reprimand; or
 - b. Dismiss the reprimand.
3. The Chief of Police or his designated representative shall give a written decision within ten (10) calendar days of the meeting and that decision shall be final.

B. Commander's Action Procedure

Upon a full investigation of allegations against a member, the Commander or designated Inspector of a bureau, precinct, section or unit or other entity of the Department where empowered by the Chief of Police, may conduct a hearing and render a disciplinary penalty not to exceed three (3) days per charge with a maximum of two (2) charges. A member scheduled for a Commander's Action may elect to proceed to a Trial Board in lieu of a Commander's Action. Any member not satisfied with the decision rendered at a Commander's action may appeal such disposition to the Trial Board provided, however, that in the event that the sentence imposed at the Commander's Action is two (2) days or less, it shall be final and binding with no right of appeal. Such appeal must be initiated in writing at the unit level within ten (10) calendar days of the Commander's decision. If the Commander's decision is appealed to the Trial Board, the procedure for such matters shall apply.

Commander's Hearings are not adversary in nature and no plea will be taken; however, the employee will be given the opportunity to make statements or speak on matters of mitigation during the hearing. No tape recordings or stenographic notes will be made at any Commander's Hearing.

C. Chief's Hearing Procedure

Upon an investigation of allegations against a member, the Chief of Police or his duly designated representative may conduct a hearing and render a disciplinary penalty.

The Chief's Hearing will be electronically recorded. Upon request, copies of such records will be given to the Union. The Union will furnish to the City the cassettes to be used.

The Department shall give a member at least seven (7) calendar days notice with a copy to the Union of any Chief's Hearing scheduled to be heard. Such notice shall indicate the time and place of the hearing together with the hearing officer's name. Notice of prospective hearings may be modified by mutual agreement.

These hearings are not adversary in nature and no plea will be taken; however, the employee may make statements or speak on matters of mitigation, during the hearing.

Upon announcement of the Chief's decision and sentencing, the cited member, should he not be satisfied with the decision rendered at a Chief's Hearing, may appeal the matter to the Trial Board. Such appeal must be initiated in writing at the unit level within ten (10) calendar days of the Chief's decision. If the Chief's decision is appealed to the Trial Board, the procedure for such matters shall apply.

D. Trial Boards

Upon a full investigation of allegations against a member, the Chief of Police may convene a Trial Board which shall conduct a hearing and render a disciplinary finding and penalty in any matter involving misconduct by a member of the Department.

The following procedures will apply to any Trial Boards as well as appeals to Trial Boards.

The Department shall give the member, the Union and the law firm designated by the Union at least fifteen (15) calendar days notice of any Trial Board proceeding scheduled to be heard. Such notice shall indicate the time and place with a list of all witnesses to be called; said notice shall also contain the charges and specifications against the employee. Reasonable adjournment shall be granted as a matter of right at the request of counsel for the defendant officer.

The present practice pertaining to discovery by the Union's attorneys prior to a Trial Board hearing will continue.

Trial Boards will be de novo and the Trial Board will consider and decide the questions of guilt or innocence and the mitigation of the penalty. Penalties appealed to a Trial Board cannot be increased.

The Department shall record all Trial Board proceedings electronically. Upon request, such records shall be made available to the Union under the direct supervision of Department personnel. In addition, either party at its discretion and at its own expense, may provide a certified court reporter to record the Trial Board proceedings. However, the Department's electronic recordings shall be considered the official Departmental record of the proceedings.

Any employee who appears before a Trial Board has a right to call witnesses in his own defense.

When a Trial Board issues a penalty which may require action in the future, that Trial Board will retain jurisdiction in the matter to assure that the employee complies with the terms of its decision. In the event it is impossible to reconvene the original Trial Board, the replacement of any Trial Board member will be done in accordance with applicable provisions of this Article. If the employee fails to comply with the terms of its decision, such Trial Board cannot issue a penalty greater than that originally issued. If an employee's non-compliance with the terms of its decision consists of misconduct which also constitutes a new violation of the Department's rules and regulations, the original Trial Board may consider and make findings upon such misconduct only for the purpose of determining whether it warrants reinstatement of the penalty originally issued. In addition, the same misconduct will also be separately considered and processed by the Department as a new violation in accordance with the discipline procedure applicable to new violations which will result in an independent disciplinary finding and new penalty that will not be limited by the nature of the penalty issued by the original Trial Board. If in the course of being considered and processed as a new violation, the misconduct is reviewed by a Trial Board, its members shall be different from those who composed the original Trial Board.

After a Trial Board hearing, the Trial Board shall render a written decision, which includes findings of fact, signed by concurring members.

Trial Board members shall be selected as follows:

1. All Trial Boards convened to consider charges against any member of the Union shall be made up of one command officer of the rank of Commander or higher, and two command officers of the rank of Inspector, who shall be chosen by lot.
2. The Disciplinary Unit or its successor within the Department shall maintain a current list of all command officers of the rank of Inspector and above who are employed in a duty status within the Department, with a number assigned to each such command officer.

3. When it shall be necessary to convene a Trial Board, the Disciplinary Unit, in the presence of a representative selected by the Union shall cause numbers assigned to all such command officers to be placed in an opaque receptacle and the numbers corresponding to the names of one officer of the rank of Commander or higher and two officers of the rank of Inspector drawn therefrom at random until the composition of the Trial Board is complete.
4. No command officer shall be selected for more than two (2) Trial Boards for members of this bargaining unit in a calendar month, and no command officer shall be selected for a Trial Board which is convened to consider charges conferred or approved by that command officer.
5. This provision shall not be construed as a waiver of the right of the Union to challenge before the Trial Board so convened, or in court, the seating on a Trial Board of any command officer who may have bias or prejudice or the appearance thereof in the matter involved or against the member charged in the Trial Board.

E. Appeal from a Trial Board

1. Any employee not satisfied with the decision rendered at a Trial Board, whether the Trial Board disposition was the result of an appeal described in Section B or C above or whether the Trial Board disposition was the result of an original hearing, may appeal the Trial Board decision to the Board of Police Commissioners. The Board of Police Commissioners shall review the judgment of the Trial Board based upon the record made before the Trial Board. No new testimony or evidence shall be received. If the Board of Police Commissioners decide that new evidence or testimony should be heard, they shall refer the case back to the Trial Board. If the Board of Police Commissioners decide that the judgment of the Trial Board was incorrect, they may modify the judgment accordingly. The Board of Police Commissioners shall notify the employee of their decision in writing.
2. Any employee not satisfied with the decision rendered at a Trial Board, whether the Trial Board disposition was the result of an appeal described in Section B or C above or whether the Trial Board disposition was the result of an original hearing, may request the Union to appeal the Trial Board decision to arbitration. If the Union elects to appeal the Trial Board decision to arbitration, based upon the request of the employee, the employee may not process his appeal with regard to the same matter to the Board of Police Commissioners.
3. An appeal of a Trial Board decision to arbitration under this section shall be subject to the arbitration procedure of Article 8, insofar as they are specifically applicable to discipline arbitration, subject to the following provisions:

- a. Any disciplinary matter brought to arbitration shall be limited to the issue of the severity of the penalty except discharges and suspensions of six (6) months or more in which cases the employee shall be entitled to a de novo hearing on all issues.
 - b. In the arbitrations of disciplinary matters which are limited to the issue of the severity of the penalty, evidence to be admitted by the umpire will be that evidence having probative value with regard to severity of penalty whether or not such evidence had been produced at the Trial Board.
 - c. The umpire shall have the authority to affirm the Trial Board penalty, to reverse the Trial Board penalty, to set aside or to modify it in any way. In no event shall the umpire increase the penalty rendered by the Trial Board.
 - d. There shall be no appeal from the decision of the umpire if made in accordance with his jurisdiction and authority under this Agreement. It shall be final and binding on the Union, on all bargaining unit employees and on the City. The Union will discourage attempts by any bargaining unit employee to appeal a decision of the umpire to any court or labor board. The umpire shall submit his decision in writing thirty (30) calendar days after the conclusion of the hearing.
 - e. Arbitration hearings which result as an appeal from a Trial Board shall be held in the Trial Board room unless mutually agreed otherwise.
 - f. In arbitration hearings which are de novo either party may introduce into evidence the Trial Board record of witnesses who appeared in the original Trial Board hearing but are not available to testify in the arbitration hearing. The party wishing to use the Trial Board record must prove its good faith efforts to procure the attendance of the witness at the arbitration hearing.
4. Appeals to the Board of Police Commissioners or to arbitration must be made within twenty (20) calendar days of receipt of the Trial Board's judgment.
- F. Loss of pay resulting from disciplinary proceedings less than a Trial Board will not be implemented under normal circumstances before the 11th day following said proceedings nor during the pendency of any appeal to the Trial Board or to arbitration. Where a member is suspended without pay prior to a Trial Board, and the Trial Board dismisses the member and the member does not appeal, or on appeal the dismissal is sustained, the member shall not be entitled to any back pay for the period between the date of his suspension without pay, and his date of dismissal by the Trial Board.

- G. The purpose of the probationary period is to closely examine student and probationary police officers to insure that those ultimately confirmed are qualified intellectually, physically and emotionally for law enforcement service and to eliminate those individuals who prove to be unqualified.
- A Probationary Evaluation Board shall convene when it becomes necessary to appraise the overall demonstrated performance of any member in a probationary or student status.
- The decision of the Probationary Evaluation Board as to student police officers shall be final.
- A Probationary Evaluation Board or a Trial Board shall be empowered to extend the probation of an unconfirmed employee by up to six (6) months.
- H. The steward and the Union shall be provided, within a reasonable time, written notification of any disciplinary action taken against an employee which results in the addition of official entries to his personnel files. The written notification shall state the nature of the charges, the disciplinary action taken, and the date such action was taken.
- I. Before a reprimand is placed in an employee's file, it shall be explained by the supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies. Reprimands shall be removed from the employee's file after two (2) years.
- J. Disciplinary actions which are subsequently reversed shall not be considered.
- K. Disciplinary actions described in this Article shall not be appealed through the grievance procedure.
- L. A steward or other representative of the Union, legal counsel or both shall have the right to be present and if requested by the employee to represent the employee at all levels of formal disciplinary proceedings. The President, Vice-President, Secretary-Treasurer and Sergeant-at-Arms of the Union may also be present at all levels of formal disciplinary proceedings.
- M. A member's appearance at a disciplinary appeal hearing is entitled to the following:
1. There shall be no pay or compensatory time for members who are off-duty on the date(s) of the appeal hearing.
 2. All members who are on-duty on the date(s) of the appeal hearing shall be entitled to pay in accordance with the following procedure:
 - a. A member who is assigned to Platoon Two on the date(s) of the appeal hearing shall be excused from normal duties for the purpose of attending his/her appeal hearing, and considered on-duty while attending said appeal hearing.

- b. Members not assigned to Platoon Two on the date(s) of the appeal hearing shall have the right to be carried on Platoon Two on the date(s) of the appeal hearing.
 - c. Members scheduled for a leave day or furlough day on the date(s) of the appeal hearing shall have the right to be carried working Platoon Two. The substitute leave day or furlough day shall be rescheduled by mutual consent.
3. The responsibility to initiate any request to be excused from normal duty, change of shift or change of leave day or furlough day, for the purpose of attending a Trial Board appeal hearing shall rest with the member. The member shall submit said request in writing and in a timely manner to the member's Commanding Officer through channels.
 4. This policy shall not change the existing practices with regard to suspended members.

10. SENIORITY

A. Seniority Defined

1. Seniority is defined as service with the Police Department of the City of Detroit as a police officer.
2. Time spent in the armed forces on military leaves of absence, other authorized leaves, while on lay-off status (except as limited below), and time lost because of duty connected disability retirement, shall be included.
3. For the purposes of this Agreement, new employees shall acquire seniority upon completion of their probationary period, which shall date twelve (12) months from the original date of hire.
4. Employees who return within two years of their resignation shall retain their original seniority date less time spent out of the Department.
5. Seniority as defined herein shall not be applicable to the determination of eligibility for economic benefits which are based upon service time except as otherwise stated in this contract and the Municipal Code. On the return to service of an employee who has been on authorized leave of absence other than a military leave, the employee shall be restored to the position of police officer with the same status, pay and benefits the employee had at the time of separation. On the return to service of

an employee who has been on layoff status, the employee will be entitled to step increments in wages as if he had remained on the payroll; otherwise, said employee shall be restored to the position of police officer with the same status and benefits the employee had at the time of layoff.

6. An employee demoted from a supervisory position to a position in the bargaining unit due to a reduction in force shall be credited with all accumulated departmental seniority and shall be entitled to be re-promoted in the reverse order of demotion.

B. Forfeiture

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

1. He resigned and has not been reinstated within two (2) years of the date of resignation.
2. He is dismissed and is not reinstated.
3. He is absent without leave for a period of five (5) scheduled working days or more. Exceptions to this may be made by the City on the grounds of good cause for failure to report.
4. He retires on a regular service retirement.
5. If following a layoff he fails or refuses to notify the Department of his intention to return to work within fourteen (14) calendar days from the date written notice of such recall is sent, by certified mail, to his last known address on record with the Department on DPD Form #38 or, having notified the Department of his intent to return to work, fails to report for duty on or before said fourteenth calendar day or effective day of the notice to return to work whichever is later. Exceptions to this may be made by the City on the grounds of good cause for failure to notify or report. The employee will be advised during layoff processing of the necessity of a current address on record with the Department.

Written notice of intent to return to work within said fourteen (14) calendar days shall be given to Personnel/Recruiting Section, 2110 Park Avenue, Detroit, Michigan 48201.

6. He has been laid off for a continuous period of time in excess of thirty-six (36) months or a period equal to his length of service, whichever is greater.

C. Assignment and Transfers

All assignments and transfers except those excluded herein, shall be based on seniority provided the employee is qualified.

1. Transfers

- a. The present practice of individual officers filing requests (Police Manual Vol. IV, Chapter 1, Sec. 4) for transfers between various precincts, sections and units shall be continued. The requests shall be valid for a period until October 1st each year. Continuation requests may be submitted on or after September 1st. Whenever openings occur in precincts, sections or units, the most senior employee on the list shall be transferred provided the employee is qualified. The following sections or units shall be excluded from this procedure:

- (1) Boat Mechanic (Harbormaster)
- (2) Chaplain Corps
- (3) City Law Unit
- (4) Commercial Auto Theft Section
- (5) Detroit Metropolitan Police Academy
- (6) Detroit Police Reserve Central Unit
- (7) Disciplinary Administration Unit
- (8) Employees working in the office of the Chief of Police, Executive Deputy Chief and the Deputy Chiefs excluding Second and Third Deputy Chiefs
- (9) Executive Protection Unit
- (10) Forfeiture Section
- (11) Headquarters Surveillance
- (12) Internal Affairs Section
- (13) Internal Controls Bureau
- (14) Labor Relations Section
- (15) Legal Advisor Section
- (16) Legal Affairs Division
- (17) Medical Section
- (18) Narcotics Division/Section
- (19) Office of the Chief Investigator
- (20) Personal Affairs
- (21) Personnel and Recruiting (Recruiting Only)
- (22) Planning and Inspection Section (Planning Only)
- (23) Police Athletic League
- (24) Public Information Office
- (25) Residency Unit
- (26) Special Response Team

b. All transfers of employees between commands shall be published on Police Department Personnel Orders.

c. The Personnel Section shall maintain transfer lists for the following precincts, sections or units:

- #1 Precinct
- #2 Precinct
- #3 Precinct
- #4 Precinct
- #5 Precinct
- #6 Precinct
- #7 Precinct
- #8 Precinct
- #9 Precinct
- #10 Precinct
- #11 Precinct
- #12 Precinct
- #13 Precinct
- Administrative Services Division
- Armed Robbery Unit
- Auto Pound Unit
- Aviation Section
- Breathalyzer Unit
- Canine Unit
- Central Photo Unit
- Chemical Analysis Unit
- Child Abuse Unit
- City-County Section
- Communications Operations Section
- Communications Systems Section
- Community Policing Division
- Community Services Section
- Court Liaison Unit
- Court Section
- Crime Analysis Unit
- Crime Prevention Section
- Crimes Against Persons Unit
- Crimes Against Property Unit
- Equipment and Property Control Section (Equipment)
- Equipment and Property Control Section (Property)
- Evidence Technician Unit

Fiscal Section
Firearms and Bomb Disposal Unit
Firearm Inventory Unit
Firearm Repair Unit
Firearm Training Unit
Fleet Control Unit
Fraudulent Check Unit
General Assignment Unit
Graphic Arts Unit
Harbormaster
Homicide Section
Information Systems Section
Junior Police Cadet Section
Liquor License Unit
Major Crimes Division
Major Crimes Mobile Unit
Metropolitan Division
Mounted Unit
Notification and Control Unit
Personnel and Recruiting Section (Personnel)
Personnel Services Section
Planning and Inspection Section (Inspection)
Police Arson Unit
Police Reserve Section
Polygraph Unit
Precinct Support Unit (Eastern)
Precinct Support Unit (Western)
Print Shop Unit
Public Housing Section
Public Vehicle Unit
Questioned Documents Unit
Records and Identification Section (Identification)
Records and Identification Section (Records)
Repeat Offenders Unit
Risk Assessment Section
Risk Management Division
Serology - Trace Evidence Unit
Sex Crime Unit
Special Crime Section
Tactical Operations Section
Tactical Services Section
Technical Services Division
Telephone Crime Reporting Unit

Traffic Administration Unit
Traffic Enforcement Unit
Traffic Safety Unit
Uniform Store Unit

- d. In the event of an involuntary transfer, the officer having the least departmental seniority in the precinct, section or unit shall be transferred. In the event that an officer is unable to perform his or her assigned duties, the Chief of Police has the right to transfer the officer to another precinct, section or unit upon a review of the entire case.

When a section or unit is eliminated an employee in said section or unit shall have the right to return to his or her previous command, if any, provided there is an opening; if there is no opening or the employee does not want to return, the employee will be transferred to an opening at a precinct, section or unit where there are no applicants on the transfer list. Thereafter Section "E" will apply. In the event of a decrease of Departmental strength, the Department has the right to transfer employees from eliminated units to those areas where there is a manpower shortage because of layoffs.

- e. Officers who have had three (3) years of classroom and on-the-job training necessary for qualification as a boat operator and who are involuntarily transferred from the Harbormaster Section will have priority in order of seniority among themselves on the transfer list for the Harbormaster Section over officers with higher seniority who have not had such prior training and experience. Officers who have had two years prior training and experience in the Mounted Section of the DPD and who are involuntarily transferred from said Section will have priority in order of seniority among themselves on the transfer list for the Section over officers with higher seniority who have had no such prior training and experience.

2. Assignments

- a. A request for assignments within a precinct, section or unit once an employee is assigned there, can be made by submitting DPD Form #31 (referred to as a Blue Slip) to the Commanding Officer. The request shall be valid for a period until October 1st each year. An employee may have only one assignment request on file at any time; the most recent request will replace the earlier requests. Whenever openings occur within precincts, sections or units, the most senior employee on the list shall be assigned provided the employee is qualified. The following assignments shall be excluded from this procedure:

- (1) Commander's Clerk
- (2) Inspector's Clerk
- (3) Citizen Complaint Officer
- (4) Community Service Officer
(e.g., BUOY/Community Relations Officer)
- (5) Morality

- (6) Car Boosters (30 Series)
- (7) Precinct Cruisers

- b. An employee shall not be eligible to exercise seniority for job openings within the precinct, section or unit until he has worked in said precinct, section or unit for a period of one (1) year. When the officer is involuntarily transferred to a precinct, section or unit he shall not be eligible to exercise his seniority for job openings in the precinct, section or unit until he has worked in said precinct, section or unit for a period of six (6) months.
 - c. In the event it becomes necessary for compelling reasons other than restricted duty, to assign an employee from his/her permanent command to another location on a temporary basis, such employee will be carried on "extra" at the new location, will draw furloughs at the permanent command and will be on the holiday roster at the permanent command. Such temporary assignment will not exceed eighty-four (84) days in duration unless the time is extended by mutual agreement of the City and the D.P.O.A. At the expiration of the eighty-four (84) days or the time as extended, whether or not the employee should be returned to his/her permanent command will be submitted to arbitration within thirty (30) days.
3. General
- a. Whenever it becomes necessary to fill a newly created or reinstated assignment within a precinct, section or unit such assignment shall be posted within the precinct, section or unit a minimum of ten (10) working days prior to filling such assignment. Should it become necessary to create a new precinct, section or similar entity, a teletype shall be sent Department wide giving all employees the opportunity to submit a transfer request; a minimum of thirty (30) days notice shall apply. Whenever openings occur under this paragraph, the most senior employee on the list shall be assigned or transferred provided the employee is qualified. The Department may fill these positions on a temporary basis during the posting period; the position must be filled on a permanent basis within thirty (30) days after the posting period. The fact that an employee has been temporarily transferred or assigned to a position shall not be taken into consideration in the decision on the permanent transfers or assignments.
 - b. In any situation in which the Employer considers a newly created assignment or entity to be of a type which should be excluded from the transfer and assignment provisions of this contract the following procedure will apply:
 - (1) The Department will not create an assignment or entity which is excluded from the transfer and assignment provisions of the collective bargaining agreement until an umpire issues an award, pursuant to the collective bargaining agreement, authorizing the Department to create such an excluded

assignment or entity and the following additional conditions have been met:

- (a) The Department will advise the Union, in writing, at least 120 days before the commencement of operations, of the assignment or entity to be created, the reasons for its proposed exclusion and the Department's proposed date for commencement of operations.
 - (b) The Department and the Union will bargain concerning the Department's proposed exclusion during the first forty-five (45) days following receipt of written notification.
 - (c) In the event the negotiations do not result in an agreement to exclude the assignment or entity, the Union will, on or before the 51st day following receipt of written notification, submit the matter to expedited arbitration under the rules of the American Arbitration Association before an umpire under Article 8 of the collective bargaining agreement. The arbitration will be conducted in a timely fashion to permit the umpire to render a ruling at least forty-five (45) days before the planned commencement of operations. In any such expedited arbitration the Department will have the burden of proof.
- (2) In the event of an emergency, the above time limits shall not apply and the Department, after notification to the Union, shall have the right to create an assignment or entity which is excluded from the transfer and assignment provisions of the collective bargaining agreement prior to compliance with the conditions set forth above. Where the Department creates an excluded assignment or entity in an emergency, the parties will promptly adhere to conditions (a), (b) and (c), as set forth above.
- (3) All time limits may be changed by mutual agreement of the parties.
- c. Employees deemed unqualified for their requested transfer or assignment shall be given the reasons orally for their disqualification within thirty (30) days of the filing of the request. Such reasons will be put in writing promptly at the request of the employee.
 - d. Requests to attend assignment-related training classes will be granted first to those officers in order of seniority whose blue slips for the related job assignment have been approved and secondly to those officers who are not on record as having requested the related assignment in order of seniority. This is a general policy subject to modification where good and substantial reasons exist.

D. General Seniority Provision

An up-to-date seniority list showing the names, length of service dates and Departmental assignments shall be furnished the Union every six (6) months. A copy of the list shall be

maintained in all precincts and sections for inspection by members.

E. Lay-off and Recall

A lay-off is the separation of an employee from the Department for lack of work or lack of funds or for reasons other than the acts or delinquencies of the employee. In the event of a reduction in force in the Department, affected bargaining unit employees will be laid off according to departmental seniority in the following order (least-senior first):

1. Probationary employees
2. Non-probationary employees

Employees will be recalled to work as vacancies arise in the reverse order of their lay-off.

Laid off employees shall maintain the same standards of conduct that are required of sworn police officers. Acts of misconduct of a serious or grave nature that are committed by an employee while on lay-off status may subject the employee to disciplinary action after his recall in accordance with this agreement up to and including discharge from the Department.

Employees being laid off shall be given written notice, when circumstances permit, fourteen (14) calendar days in advance of such lay-offs. The Union President shall also be given written notice, when circumstances permit of all lay-offs from or demotions into the bargaining unit fourteen (14) calendar days in advance of such lay-offs or demotions.

When common seniority dates occur among employees who are to be laid off, a separate drawing for each common seniority date will be conducted for the purpose of determining those employees placement on the lay-off recall list. The drawing will be conducted between and in the presence of representatives of the Detroit Police Department and representatives of the Union. The drawing will be conducted in the following manner:

1. The names of each employee with common seniority dates will be typed on individual sheets by the Department.
2. The individual sheets will then be placed into drawing envelopes.
3. Prior to the drawing, a sheet will be prepared by the Department showing a numbered space for a total number of employees with the same common seniority date. For example, if forty (40) employees have the same common seniority date, then the numbered spaces of one (1) to forty (40) will appear on the list.
4. When the first name is drawn, that name will be typed in the space corresponding to "No. 1" on the list. This procedure will continue until all employees having that common seniority date are assigned a number.
5. For purposes of lay-off and recall, the employee being drawn as "No. 1" will be deemed to be the first employee to be laid off of employees having the common

seniority date.

6. Recalls will be in reverse order of lay-off.
7. Representatives at the drawing will be provided with a copy of the completed list showing ranking immediately upon completion of the drawing.
8. Notification of affected personnel will be made by subsequent memorandum.

F. Reinstatement and Reappointment

1. Reinstatement

A former member may, upon written request, be considered for reinstatement into the rank of police officer. Such request may be honored, at the discretion of the Chief of Police, provided that it is made prior to the expiration of two years from the date of separation from service; the member was in good standing at the time of the separation; and the former member is still physically qualified. Persons so requesting shall submit a written request in letter form to the Chief of Police, who shall direct the Recruiting Section to conduct an investigation of the former member's activities during the period of absence to determine the applicant's qualifications to return to duty. The investigation report from the Recruiting Section shall be forwarded to the Chief of Police for appropriate action prior to reinstatement. Such investigation shall be conducted regardless of the reason for the separation. Persons so reinstated will lose all longevity pay time. Seniority for time absent from the job will be lost; however, unused accrued sick time will be returned to the member's sick bank. At the discretion of the Chief of Police, a member who has been reinstated may be required to attend a complete recruit training program or portion thereof, at the Detroit Metropolitan Academy.

2. Reappointment

A former member who has been separated from the Department for a period of two years or more may apply for reappointment to the rank of police officer. Reappointment is a re-hire procedure, and a former member applying for reappointment will be placed on an eligibility list, provided that the former member meets all requirements for appointment to the Department under current recruit hiring practices. Persons reapplying to the Department and approved for reappointment by the Recruiting Section must have final approval by the Chief of Police. Should the person be reappointed, all longevity pay time will be lost, plus all previously unused sick time. All previous seniority will be lost until a one year probationary period is completed, at which time an adjusted seniority date will be furnished, excluding the time the member was absent from the job, strictly for Department purposes.

3. Salary Status

The salary of reinstated or reappointed members will be reduced by one step for each full year of absence. Any officer above the rank of police officer who resigns and is subsequently reinstated or reappointed is precluded from returning to the member's former rank. Should an officer of the rank of sergeant or above resign and then be reinstated or reappointed, and at a future date be promoted, the time in rank previous to the resignation shall not be counted as seniority within the rank.

4. Military Service

The foregoing limitations other than physical qualifications shall not be applicable to those members who return from active military service and are entitled to reemployment under Federal law. Such written request must be made within ninety (90) days after the expiration of government service. However, to facilitate prompt processing of the reinstatement application, persons are encouraged to request reinstatement prior to separation from military service.

11. GENERAL CONDITIONS

A. The Department will furnish for the use of the Union, space for a bulletin board at each of its precincts, sections or units where Union members are assigned. Bulletin boards shall be used only for the following notices:

1. Recreational and social affairs of the Union
2. Union meetings
3. Union elections
4. Information of happenings of other departments or unions
5. Reports of the Union

Notices and announcements shall not contain anything of a political nature, except notices with respect to internal elections. Notices and announcements shall not contain anything of a libelous nature.

- B. Employees shall not be assigned duties normally performed by a person of a higher rank, except in emergency situations.
- C. An employee shall not use his privately owned vehicle for any police purpose.
- D. Employees are urged to keep their commanding officers informed of where they can be reached whenever they are out of town off duty for periods of 48 hours or less. For absences of longer periods, employees must so inform their commanding officers.
- E. Safety glasses and ear protectors shall be provided at all police firing ranges.

F. Lockers of individual officers shall not be opened for inspection except with permission of and in the presence of the officer or his designated representative or steward.

G. No member shall be prohibited from engaging in any political activity, either partisan or non-partisan, except while working.

H. Compensatory Time Banks: Compensatory time shall be separated into two (2) categories which shall be reported on the employee's bi-weekly paycheck statement. The first category shall reflect excused time as described in Article 31, H. The second category shall include compensatory time earned on or after April 15, 1986, which shall be subject to the provisions of the Fair Labor Standards Act (F.L.S.A.). Compensatory time in the second category shall be limited to a total of four hundred eighty (480) hours or whatever limitation may hereafter be imposed by law. Compensatory time used shall first be charged to the pre-April 15, 1986 bank and thereafter charged to the post-April 15, 1986 bank.

I. Work Period: The work period for purposes of computing overtime is 28 consecutive days and includes 8 leave days.

12. FUNERAL LEAVE

A. If a death occurs among members of the employee's immediate family, such employee will be granted three (3) days funeral leave, not to be deducted from his sick bank, provided that such leave may be extended to five (5) days within the discretion of the Commanding Officer based on individual circumstances.

B. If a death occurs among the relatives of the employee, such employee will be granted one (1) day funeral leave not to be deducted from his sick bank.

C. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepmother, step-father or other member of the household.

D. A relative is defined as a grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law or father-in-law.

13. OFF-DUTY COURT APPEARANCES

A. A minimum of three (3) hours credit at time and one-half shall be credited for each off-duty

court appearance, except as specified herein. When an officer who is on-duty is directed to appear in court and that court appearance extends beyond his normal off-duty time it shall be recorded as overtime and not as off-duty court time. Off-duty court appearances for a period of less than forty-five (45) minutes which abut a pre-scheduled shift may be treated as either overtime or court time at the option of the Department. Employee's regularly scheduled working hours shall not be changed to circumvent this provision for payment for off duty court appearances.

- B. Should a police officer attend court while being carried sick on Platoon Two, the following provisions shall apply:

If the actual amount of time spent in court is less than three hours, the member shall be credited with three hours worked at straight time. For the remaining portion of the member's shift, a deduction shall be made from the member's sick time.

If the court appearance is for three hours or more, the member shall be carried working for the actual amount of time spent in court. The tenths of an hour conversion table used for overtime computation shall be used to compute the actual hours worked. For the remaining portion of the member's shift, a deduction shall be made for the member's sick time. If the court appearance extends beyond the end of Platoon Two, the member shall be compensated at the rate of time and one-half for the actual amount of time spent in court beyond the end of the shift.

Members who are carried disabled are already paid for their time off and therefore shall be carried on Platoon Two and will not receive compensation of any type for their appearance in court. If the court appearance extends beyond the end of Platoon Two, the member shall be compensated at the rate of time and one-half for the actual amount of time spent in court beyond the end of the shift.

- C. Department members scheduled to work Platoon One or Platoon Three who are carried sick shall be compensated for off-duty court appearances pursuant to contractual guidelines when they appear in court on Platoon Two.
- D. In each fiscal year, the first forty (40) hours of straight time earned as off-duty court time (60 hours at time and one-half) shall be compensatory time. All off-duty court time earned in excess of the sixty converted hours shall be paid in cash. Furthermore, such off-duty court time shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements.
- E. Normally, employees shall not be required to attend court on their leave days or during their furlough period. In the event that court attendance may be required while he is on leave or furlough, an employee may be carried on-duty or off-duty, at his option, while on Platoon Two.

F. Employees not assigned or working downtown shall be reimbursed for their parking fees if the following procedure is followed. When the police lot is filled, the employee shall show the lot attendant his Court Appearance slip and receive a Parking Fee Reimbursement Authorization form. The employee shall be reimbursed monthly by the Accounting Office via department mail.

- G. A member who is required to appear in court on a holiday will receive credit either for an off-duty court appearance at the three (3) hour minimum or holiday premium pay (2x) for the actual time spent on the court appearance, whichever is greater.

14. OVERTIME

- A. Prior to any fiscal year all members will be required to sign a list indicating their preference to be paid in cash or compensatory time for overtime worked. Once a member elects or does not elect to take time instead of cash payment, he is restricted to that choice for the entire fiscal year. All overtime will be credited at the rate of time and one-half. For the first seventy-five (75) hours of overtime work in a fiscal year, for which there is one hundred twelve and one-half (112-1/2) hours of credit, the employee shall have an option of receiving compensatory time instead of payment in cash. All overtime beyond the first one hundred twelve and one-half (112-1/2) converted time hours must be paid in cash. However, in any fiscal year, not more than one hundred twelve and one-half (112-1/2) converted time hours may be earned as compensatory time as a result of overtime worked. Furthermore, such overtime shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements.

- B. Overtime shall be calculated on the following basis:

1. An employee shall be entitled to overtime compensation at time and one-half (1-1/2) for all compensable hours of work in excess of eight (8) in a single day. A normal daily tour of duty shall consist of eight (8) hours of work, exclusive of a thirty (30) minute meal period which shall not be compensable or counted as time worked for the purposes of computing overtime unless the member is denied such period by competent authority. The tour of duty shall include time spent at the normal line-up or roll-call. For purposes of applying these overtime rules, normal line-up or roll-call shall be deemed to consist of fifteen (15) minutes at the beginning of a day's assignment and fifteen (15) minutes at the end of the assignment. While the first fifteen minutes after the hour is considered working time used for off-duty roll call, overtime credit shall be granted from the hour when a member is required to work beyond the normal quarter hour.

2. An employee shall be entitled to overtime compensation at time and one-half (1-1/2) for all compensable hours of work on a leave day.
3. When an emergency makes it necessary for a member to work all or part of a furlough or leave day excluding court appearances, such time shall be considered as overtime. Any furlough or leave days for which overtime credit is given shall be cancelled.
4. Time off due to furlough, liquidation of compensatory time, sick leave and other paid absences shall be considered as time worked when applying overtime rules.
5. In no case shall overtime or other premium compensation be pyramided, duplicated, compounded or paid twice for the same hours of work.

C. Overtime Computation

Overtime shall be computed as follows:

- Step 1: The employee's annual salary shall be divided by 2080.
- Step 2: The resultant quotient from Step 1 shall be multiplied by 1.5.
- Step 3: The employee's annual longevity amount, if any, shall be divided by 2080.
- Step 4: The resulting quotient from step number 3 shall be multiplied by 1.5.
- Step 5: The resulting products from Step 2 and Step 4 shall be added together.
- Step 6: The number of overtime hours worked, rounded to the nearest tenth of an hour, shall be multiplied by the sum resulting from Step 5 and the resulting product shall be the compensation due for the overtime hours worked.

In those cases where an employee works overtime and is entitled to receive shift premium, the shift premium for overtime hours worked, rounded to the nearest tenth of an hour, shall be multiplied by 1.5.

The Following Table Shall Be Used To
Convert Minutes Worked to Tenths of an Hour
For Computing Overtime and Overtime Shift Premium

<u>Minutes</u>	<u>Tenths of Hours</u>
1-6 Minutes	.1
7-12 Minutes	.2
13-18 Minutes	.3
19-24 Minutes	.4
25-30 Minutes	.5
31-36 Minutes	.6
37-42 Minutes	.7
43-48 Minutes	.8
49-54 Minutes	.9
55-60 Minutes	1.0

D. Prescheduled Overtime

Prescheduled overtime is any overtime requirement known at least two (2) hours prior to the start of the overtime assignment.

Prescheduled overtime assignments shall be offered on a rotating basis commencing with the employees with the greatest seniority. Employees who refuse overtime assignment shall be charged on the lists as having refused and considered the same as having worked. In the event a sufficient number do not accept the overtime assignment work, the remaining assignments shall be made by assigning the least senior employees. Lists showing all overtime assignments shall be posted on bulletin boards in each precinct and section. Lists shall be kept up to date and shall cover the period of July 1 through June 30. Each July 1st, a new list shall be posted beginning with the most senior employee. The method of rotation used for overtime assignments shall be uniform throughout the precincts. The current methods of rotation used for overtime assignments in each bureau shall be continued.

15. LEAVES OF ABSENCE

A. General Leaves of Absence

A leave of absence without pay may be granted to employees with at least three years of continuous service with the City as a police officer for a period not to exceed one (1) year. The employee shall

submit the request for the leave of absence, in writing, to the Chief of Police through channels. The request shall include the reason(s) for the leave and the length of time requested. All recipients of educational leaves must present continuing proof of enrollment for the specified period of absence. The Union shall be notified when a leave of absence of thirty (30) days or more has been granted.

B. Medical Leaves of Absence

1. To be eligible for a medical leave of absence, an employee must have a minimum, of one year of continuous service with the City as a police officer from the date of appointment to the effective date of the leave of absence. No employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a medical leave of absence.
2. A medical leave of absence without pay shall be granted to an employee who is suffering from a non-service connected sickness or disability for which the employee's physician prescribes extended treatment or rest.
3. A written request for a medical leave of absence shall be submitted to the Chief of Police. The request shall contain the diagnosis, treatment prescribed and length of absence required. It must be accompanied by a signed endorsement from a physician describing a complete medical diagnosis.
4. In no case may a medical leave of absence extend beyond six (6) months except with the permission of the Chief of Police. Employees desiring rehire after the leave of absence has expired shall apply for reappointment under the prevailing Department policies.

C. Maternity Leaves of Absence

1. To be eligible for a maternity leave of absence, an employee must have a minimum of one year of continuous service with the City as a police officer from the date of appointment to the effective date of the leave of absence. No employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a maternity leave of absence.
2. Maternity leave without pay shall commence when it is deemed by competent medical authority that an employee is no longer able to perform all the duties involved in taking proper police action: when an employee thinks she can no longer safely work; or when her medical condition or any other valid reason leads the Department to believe a mandatory leave of absence is necessary.

3. Upon confirmation of pregnancy, the commanding officer of the employee's section or unit must be notified without unnecessary delay. The employee shall furnish to her commanding officer and the Medical Unit written medical evidence from her doctor verifying her condition, stating an expected delivery date, and evaluating her physical ability to perform regular police duties.

Prior to commencement of the leave, the employee shall prepare an Inter-Office memorandum, DPD Form #568, addressed to the Chief of Police requesting a leave of absence for maternity reasons. This memorandum shall be prepared in quadruplicate and shall state the request for leave with date of commencement and the expected date of return to duty. It shall be presented to the employee's commanding officer along with the appropriate medical letter from her doctor.

4. Within sixty (60) days after delivery, an employee shall report to the Medical Unit for a determination of her ability to return to full duty. At this time the employee shall present a medical letter from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may an employee's maternity leave of absence extend six (6) months beyond the date of delivery except with permission of the Chief of Police. Employees desiring rehire after the leave of absence has expired shall apply for reappointment under the prevailing Department policies.

D. Termination of Leaves of Absence

At least thirty (30) days prior to the expiration date of a leave of absence the employee shall submit to the Chief of Police written notice of intent to return to duty. For failure to submit the above notice or failure to report at the expiration of the leave the employee will be considered to be absent without leave.

E. Conduct on Leave

Employees on leaves of absence shall maintain the same standards of conduct that are required of sworn police officers. Acts of misconduct of a serious or grave nature that are committed by an employee while on a leave of absence may subject the employee to disciplinary action in accordance with this Agreement up to and including discharge from the Department.

16. MEMBERS' RIGHT - INVESTIGATIVE PROCEDURES

- A. Employees accused of violating Criminal Codes or Ordinances shall be entitled to their full rights under the Federal and State Constitutions.
- B. No member shall be disciplined, discriminated against or transferred because he exercises any of his constitutional rights before any grand jury, investigative body, court or law enforcement agency federal, state and local as well as any investigative committee of any legislative body - federal, state and local.
- C. Whenever an employee is ordered to answer questions as part of a departmental investigation or any other departmental proceeding, such investigation or interview shall be conducted in accordance with the following procedures. This shall not apply to questions as opposed to orders, arising out of routine daily activities at a precinct, section or unit.
 - 1. The interview shall be started between 6:30 A.M. and 5:30 P.M. , Monday through Friday, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interview is required. The initial interview conducted by the Internal Affairs Section shall not be subject to this time limitations
 - 2. An employee will be given seventy-two (72) hours written notice prior to an interview in a non-criminal investigation, except in cases of emergency. In non-criminal investigations the employee shall be supplied with a copy of any complaints that have been filed against him and all relevant information at the time he is ordered to appear at the interview.

In those instances where a command level investigation of an informal citizen's complaint, as opposed to those on DPD 512, progresses to the point where a written statement is ordered, the officer will be provided with an inter-office memorandum stating the complaint made against him, by whom and the specific questions that the investigating supervisor wants answered. This shall include investigations delegated to the command to handle from other departmental agencies, such as the Internal Controls Bureau.

- 3. Employees required to be interviewed by the Internal Controls Bureau will be given seventy-two (72) hours written notice prior to the interview. Provided, however, that the obligation to give seventy-two (72) hours written notice shall not apply (1) to individuals who have been arrested, (2) to individuals who are questioned under Miranda and (3) where the seriousness of the investigation is of such degree that an immediate interview is required.

None of the foregoing exceptions to the seventy-two (72) hour written notice requirement shall apply to the Residency Section. All interviews conducted by the Residency Section shall be preceded by seventy-two (72) hours written notice.

4. No interview shall begin until the employee has been notified that he has a right to have legal counsel and a representative of the Union present, except that an officer who is called before the Internal Affairs Section who at the time he is notified to appear is advised in writing that the purpose of the questioning is not to charge him with any criminal conduct or to discipline him and that he is only being called as a witness, shall not be entitled to the presence of a Union representative during the interview. In investigations in which the suspect officers are unknown, the Department may require the Union representative to be a Union officer.
 5. The employee under questioning shall be informed prior to such interview of the name of the person in charge of the interview, the interviewers and all persons present during the interview. If any of the interviewers are sworn police officers, at least one shall be present during the interview who is of a rank of Sergeant or above.
 6. The interviews shall be conducted for reasonable periods of time and in a reasonable manner.
 7. The attorney representing the officer shall be allowed to ask questions at the time of the interview.
 8. When the employee is ordered to make a statement in response to questioning he shall comply subject to the receipt of Garrity warnings.
 9. Where the employee is ordered to make a written statement (other than a PCR or witness statement) in response to any alleged misconduct he shall have at least seventy-two (72) hours from the time of the order in which to comply. Reasonable extensions may be necessary for consultation with Union representatives and shall be considered upon request of the member.
 10. If a record is made at the time of the interview and improper conduct is alleged, the employee shall be entitled to a copy of the tape or the transcript, if a transcript is made, for the cost of duplication. If a transcript is made at the Union's request the Union will pay for the cost of the transcript.
- D. The investigative staff of the Board of Police Commissioners shall have the right to interrogate and investigate members under the procedures in this Agreement to which any interrogating officer is subject and such right shall in no way abridge or change the rights of a member under this Agreement or under any local, state or federal law or the Constitution of the United States or State of Michigan.

In no event shall any recommendations or actions resulting from such interrogation or investigation lead to any discipline outside or inconsistent with any discipline procedures or discipline matters maintained in this Agreement and currently utilized in this Department.

Further, no member after he has been once disciplined at the Commander's Hearing, Chief's Hearing or a Trial Board shall be redisciplined for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first discipline.

- E. An employee will be notified in writing of the result of any departmental investigation of him within ninety (90) days after the investigation is completed. If the employee is charged either criminally or departmentally that will be the notification.

17. PERFORMANCE EVALUATION RATINGS

A. Rating Periods

Performance evaluation ratings will be completed twice a year for all members. The rating periods shall be from May 1st through October 31st and November 1st through April 30th.

The May through October ratings shall be completed during the month of November and forwarded by December 10th, to be reviewed per the distribution outline. Final distributions will be completed by December 20th.

The November through April ratings shall be completed during the month of May and forwarded by June 10th, to be reviewed per the distribution outline. Final distributions will be completed by June 20th.

- B. Each police officer shall be rated by his or her immediate supervisors.
- C. Upon completion of the rating, each member will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluation. The member being rated will sign the original and second copy in the space indicated. The third copy is then given to the member for his use. The original shall be placed in the member's personnel file.
- D. Any member who wishes to appeal his performance evaluation must make a written request to his commanding officer within thirty (30) days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating. The Personnel Bureau will convene the Performance Evaluation Board to hear the matter as expeditiously as circumstances permit. Upon request the member may have Union representation at the hearing.

18. LEAVE DAYS AND JOB ASSIGNMENTS

- A. A prescheduled temporary absence from duty of twenty-four (24) hours duration shall be defined as a leave day unless otherwise designated (e.g., sick leave, funeral leave, compensatory time, etc.) by the Department. Insofar as possible, the work week of every member of the Department shall consist of five (5) days. Leave days granted to employees who work Monday through Friday shall be Saturdays and Sundays. An employee shall be entitled to eight (8) leave days in each twenty-eight (28) day work period.
- B. The present practice of employees submitting leave day requests shall continue. Upon submitting the request the employee shall circle the days he wishes to be granted under the conditions of this Article.
1. Employees shall be granted a minimum of four (4) circled days for each twenty-eight (28) day work period; provided, that an employee may select five (5) circled days in four (4) work periods per fiscal year which shall be designated by the Union and promulgated by special order.
 2. Further, in the event that more leave day requests are submitted than the allowable percentage to be off on any given day or days, then the most senior employees shall be granted their requests. When leave day requests are less than the allowable percentage to be off, then all such requests for that day or days shall be granted.
- C. Under normal conditions, job assignments and leave days shall be posted seven (7) days prior to the end of the current work period. After having been posted, leave days shall be changed only by mutual consent of the officer and the Department, except when leave days are cancelled because of an emergency.
- D. After leave days are posted, employees may mutually agree, with prior written approval of their supervisor, to exchange leave days.

19. UNIFORMS

The City shall continue to furnish and replace uniforms and accessories where applicable in accordance with Vol. 4, Chapter 3 of the Detroit Police Manual.

Amendments or modification of the above general orders made by the Chief of Police relating to the form, design or protocol for the uniforms and accessories provided, will be forwarded to the Union.

There shall be a Department Uniform Committee consisting of one Deputy Chief, a Police Commander, a Police Inspector, a Police Lieutenant and a Police Sergeant - all of whom shall be

appointed by the Chief of Police, and there shall be two Police Officers, one male and one female, who shall be appointed by the President of the Detroit Police Officers Association. All members of the Uniform Committee shall be appointed annually for terms to coincide with the calendar year. The Deputy Chief shall chair the Committee.

The Committee shall meet once in each three-month period or more often at the call of the chair. The Committee shall consider matters relating to the uniforms and uniform equipment and shall make such recommendations as it deems appropriate relating to uniforms and uniform equipment to the Chief of Police. The Chief of Police shall make all determinations regarding uniforms and uniform equipment.

Effective July 1, 1986, each member of the bargaining unit shall receive an annual uniform cleaning allowance of \$250.00 per year payable the first payroll period each fiscal year.

The uniform cleaning allowance shall be payable on the paycheck which includes July 1 of each year to all members who are on the payroll as of July 1.

For purposes of calculating eligibility for payment of the uniform cleaning allowance all members shall receive payment of the uniform cleaning allowance with the following exceptions:

- A. A member shall be considered off the payroll and ineligible for this allowance if he has retired, resigned or has been discharged with an effective date before July 1st of the fiscal year payment is to be made.
- B. Members discharged and suspended without pay who have pending appeal of the discharge shall not receive payment of the uniform cleaning allowance unless and until the discharge is overturned at an appellate level at which time they shall be made whole.
- C. Members on extended AWOL or ANP status on July 1st of the fiscal year payment is to be made will not receive the uniform cleaning allowance unless they return to active regular duty during the fiscal year at which time they will receive full payment.
- D. Members on an unpaid leave of absence on July 1st of the fiscal year will not be entitled to payment for the uniform cleaning allowance until the next fiscal year.

20. EDUCATIONAL REIMBURSEMENT

Effective July 1, 1989, the City will reimburse members for the cost of school tuition up to a maximum of \$600.00 per year, subject to the limitations set forth in the Civil Service Tuition Refund Plan, as adopted by the Detroit Civil Service Commission on June 14, 1966 and revised on January 7, 1975 and the Tuition Refund Plan as approved by Detroit City Council, June 17, 1969.

21. HOSPITALIZATION, MEDICAL, DENTAL AND OPTICAL CARE
Unresolved at press time

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Unresolved at press time

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Unresolved at press time

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Unresolved at press time

22. VACATION SELECTION AND CANCELLATION

- A. The annual furlough shall be divided into two (2) seasons, Summer and Winter. Each furlough season shall consist of thirteen (13) furlough periods, corresponding with the bi-weekly payroll periods. Each furlough period shall contain ten (10) consecutive days, which shall also include the standard number of leave days granted in connection with the furlough.

An employee drawing the first furlough in any given work period may attach five (5) leave days at the end of the furlough (F) days. An employee drawing the second furlough in any given work period shall have the following options concerning the five (5) attached leave days with the furlough:

Option 1: Attach one (1) leave day at the beginning of the furlough period with the remaining four (4) leave days attached at the end of the furlough period. Should one (1) or more Holiday(s) fall within the furlough period, then those days replaced by the Holiday(s) may be attached at the beginning or the end of the furlough period.

Option 2: Attach five (5) leave days at the end of the furlough period.

This does not change the requirement that eight (8) leave days must be used in each 28 day work period. Leave days will not be carried forward into another work period.

- B. The choice of furloughs shall be by seniority on a shift basis, consistent with the efficient operation of the precincts, sections and units. In a given precinct, section or unit, normally

not more than ten percent (10%) of the total number of police officers shall be absent on furlough at the same time. Employees assigned to special or desired jobs on Platoon Two [such jobs to be determined by special joint conference and published thirty (30) calendar days prior to the furlough drawing date] shall draw furlough assignments among themselves and the overall ten percent (10%) limitation shall apply. Certain employees of the Traffic Safety Section, whose duty assignments must be coordinated with the school year, may be furloughed to the greatest extent possible during the prolonged school holidays occurring during Christmas, Easter and summer vacations and between semesters and the overall ten percent (10%) limitation set forth above shall not apply. Where there is a fraction of a percentage over the ten percent, an additional furlough period shall be allowed unless such fractional allowance is specifically vetoed by the Chief.

C. In the absence of an employee, the officer in charge or another employee designated as a representative of the absent employee shall select the furlough period for him in accordance with his choice by seniority.

D. Employees shall make their furlough selection in accordance with the established schedule of furlough periods.

Drawing for Summer furlough will be conducted on February 15th. Drawing for winter furlough will be conducted on August 15th

If the scheduled drawing date falls on a Saturday, the draw will be held on the preceding Friday. If the date falls on a Sunday, the draw will be held on the following Monday.

E. Leave days when added to a furlough shall not be cancelled unless the accompanying furlough is cancelled.

F. If an employee is sick or disabled immediately prior to his vacation, and the employee provides medical proof of such illness or disability, the vacation shall be rescheduled to a date that is mutually acceptable to the employee and his commanding officer.

23. UNEMPLOYMENT BENEFITS

Employees covered by this Agreement shall receive unemployment benefits in accordance with the unemployment insurance plan administered by the Michigan Employment Security Commission under the Michigan Employment Security Act.

24. STEP INCREMENTS

Step increments shall be applied on the first day of the pay period in which the anniversary step date of an employee falls.

Annual step increments shall be equal to one-fifth (1/5) of the difference between the maximum and minimum rate for Police Officer, not to exceed the maximum rate in the range, except as amended in Exhibit II. B.

25. EMERGENCY/EXCUSED LEAVE DAYS

Emergency or excused days shall be granted to a member for an absence justified by urgent reasons such as attendance to demanding personal business and other pressing matters which cannot be covered by sick, funeral leave, etc. Permission to use emergency days must be granted in advance from the member's commanding officer or the officer in charge of his unit. Supervisory personnel may make reasonable inquiries in order to verify that the request is legitimate but shall maintain the confidentiality of any personal information. Not more than five (5) emergency or excused days may be granted in any one fiscal year under any circumstances. All excused days will be deducted from the member's accumulated sick banks, and will consequently affect the accumulation of bonus vacation days.

Any member under the restrictions of the attendance control program (DPD 350) shall not be allowed to have emergency or excused days deducted from his sick banks and will be carried Absent No Pay.

26. DEPARTMENT FILES

- A. All personnel records which include home addresses, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the member involved.
- B. A member shall have the right to inspect his official personnel record wherever kept, twice a year or more often for good cause shown.
- C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. Said member shall have the right to make duplicate copies for his own use at his own expense. No records, reports, investigations, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.
- D. A member shall have the right to include in his personnel record and in any other file kept by

the Department, a written refutation of any material he considers to be detrimental and to request its removal.

- E. Members may inspect their personnel file upon retirement and nothing shall be inserted in such files after date of retirement.
- F. The Department need not comply with the above provisions for inspection in those areas where there is a current investigation of the officer. The officer must be told, however, that he is being investigated and apprised of the subject matter of the investigation.
- G. Interpretation of the language in this Article shall be consistent with section 9 and 10 of Act No. 397 of P.A. 1978.

27. POLICE RESERVES

In continuing its policy on police reserves, the City will in no event use police reserves to do normal work of bargaining unit members or to circumvent the holiday overtime and/or any other provisions of this Agreement.

Reserves cannot be assigned to ride with employees unless the employee consents. Reserves shall not ride with employees assigned to one person cars except in such situations that arise under Article 6. E. 4. f. of this Agreement.

28. LEGAL REPRESENTATION AND INDEMNIFICATION

The City will continue to defend and indemnify employees in accordance with Section 13-11-3 of the 1984 Municipal Code and all practices and procedures related thereto, in effect July 1, 1977, except that such defense and indemnification is mandatory upon a finding that the claim, demand or suit against the employee arises out of or involves the performance in good faith of the official duties of the employee. A contrary determination by the City Council is not final and binding as provided by the Code but is subject to review by an arbitration panel under Article 8 of this Agreement. Pending a final determination of whether or not the employee is entitled to defense and indemnification by the City, the City shall promptly undertake such defense on behalf of such employee.

In instances in which a recommendation against representation and indemnification is made to City Council, the Representation Packet shall not be transmitted when the written recommendation is forwarded. In such cases, within twenty-one (21) days a conference between Law Department

Counsel, counsel for the officer and the Association shall be scheduled at the Law Department. In addition to the parties' review of the Law Department's file in the case, the Law Department shall identify all the materials it intends to include in its Representation Packet to the City Council. After the review, counsel for the officer and/or a representative of the Association may request that additional materials from the Law Department's file be included in the Representation Packet. When submitted to City Council, a copy of the Representation Packet shall be served simultaneously on counsel for the officer and the Association. In the event that the Law Department fails or refuses to submit materials requested for inclusion by the officer and the Association, the Association shall not be precluded from arguing in the grievance-arbitration procedure that the absence of the requested materials constituted a procedural irregularity warranting reversal of the City Council's denial of representation and the umpire shall decide whether or not the absence of such materials actually did constitute a procedural irregularity warranting reversal or remand to the City Council for reconsideration in the circumstances of the particular case. In the absence of such request, that argument shall be precluded in the arbitration.

Grievances concerning disputes under this Article shall not be heard at the lower steps of the grievance procedure and shall proceed to a hearing before an umpire within thirty (30) days of the grievance. In view of the obligation of the City to continue to provide legal representation during the pendency of the arbitration, the parties agree to undertake all reasonable measures to expedite the process. No written post-hearing briefs will be submitted without the concurrence of each party. The umpire shall issue an award within thirty (30) days from the date the record is closed. If necessary to comply with the deadline, an award may be issued with the opinion of the umpire to follow. To permit the time lines established in this paragraph to be effectuated, in the event that an umpire has not provided an award by that stated deadline, the umpire's next regular arbitration date(s) shall be cancelled and assigned to another umpire for the purpose of affording additional time to complete the assignment. The number of arbitration dates shall not be diminished because of the operation of this provision.

Where a grievance is filed protesting the City Council's denial of representation and indemnification, the umpire may also be asked to determine if an officer's request for representation and indemnification was made in bad faith because the officer knew or should have known there was no reasonable basis for the request. In the event the City elects to present the issue of a request for representation and indemnification made in bad faith, it shall notify the Association at the time the case is scheduled for arbitration. Failure to notify the Association shall result in the waiver of this issue. Where the City establishes that an officer's request was made in bad faith because the officer knew or should have known there was no reasonable basis for the request, the officer will be subject to disciplinary action by a Trial Board with the penalty not to exceed a suspension of twenty (20) working days without pay. When disciplinary action is taken against an officer, in the event the disciplinary action is appealed to arbitration, the case shall not be heard by the umpire who heard the representation and indemnification case. This second arbitration shall not be de novo and the umpire shall not have authority to reverse the original arbitrator's finding of bad faith but rather shall be limited to considering whether the penalty was excessive and, if it is found to be too severe under the circumstances, to reducing the penalty to a suspension of lesser length.

29. LONGEVITY PAY

- A. Employees may qualify for the first step of longevity pay, provided they have served as City employees for an accumulated period of five (5) years.
- B. Employees may qualify for the second step of longevity pay, inclusive of the first step provided they have served as City employees for an accumulated period of eleven (11) years.
- C. Employees may qualify for the third step of longevity pay, inclusive of the first step and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
- D. Employees may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
- E. Effective July 1, 1983 the first step of longevity increment shall be two hundred-fifty dollars (\$250.00). The second step of longevity increment, inclusive of the first step, shall be five hundred dollars (\$500.00). The third step of longevity increment, inclusive of the first and second steps, shall be seven hundred-fifty dollars (\$750.00). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be seven hundred-fifty (\$750.00) plus one percent (1%) of the employee's base salary.
- F. Employees who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1st date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1st date or any other date of qualification. Except for employees first qualifying for increments the payment will be made in a lump sum annually on the first pay date after December 1st.

No employee will be denied a full longevity payment on December 1st because of the temporary unpaid absence of thirty (30) continuous days or less extending through the December 1st date in question.
- G. Employees who first qualify for longevity pay increments in any month after any December 1st date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1st date to date of such qualification.
- H. Prorated longevity payments may be made between December 1st dates to qualified employees and officers who separate or take leave from City service, excluding those who are

discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment; provided, that each month shall contain at least eighteen (18) days of service.

- I. All of the above provisions shall be in accordance with Chapter 13, Article 7 of the 1984 Municipal Code of the City of Detroit which is incorporated herein by reference, except as modified herein.

30. SHIFT DIFFERENTIAL

Shift premium shall be paid to all members whose regular tour of duty begins within the hours prescribed as follows, and in the amounts as set forth herein; if the tour of duty begins between 11:00 A.M. and 6:59 P.M., the rate of shift premium pay is forty cents (\$.40) per hour. If the tour of duty begins between 7:00 P.M. and 3:59 A.M., the rate of shift premium is fifty cents (\$.50) per hour.

The shift premium is paid to a member in addition to his basic rate of pay, for the regular tour of duty starting within the hours designated above and any overtime hours worked in conjunction with an afternoon or midnight shift.

31. HOLIDAYS

A. Schedule of Holidays

Each employee shall be entitled to the following holidays in accordance with this schedule.

Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25th
New Year's Day	January 1st
Memorial Day	Last Monday in May

In addition, each employee shall be entitled to a holiday on one election day in each year or an eighth holiday if an election is not scheduled. (Notification will be made by Special Order.)

A ninth holiday shall be granted to employees who have been employed ninety (90) days or more and who are entitled to regular holidays under existing ordinances. This holiday shall be taken at any time during the fiscal year which is mutually acceptable to the employee and the Department.

To insure that the ninth holidays are expended proportionately throughout the year and not carried until the last months of the fiscal year, on May 1st, the commanding officer shall assign the remaining ninth holidays at his discretion. Ninth holidays which are not used prior to the end of the fiscal year will be lost.

B. Day of Celebration

1. The paid holiday, for all employees of the Department, will be the actual holiday date. Should the holiday fall on a weekend, the paid holiday will still be the actual holiday date.
2. All sections and units normally closed on weekends will close on Friday if the holiday falls on Saturday or they will close on Monday if the holiday falls on Sunday. The Friday or Monday will be the leave day.
3. Should the holiday fall on Sunday and the Monday leave day begins the next 28 day work cycle, the leave day will be the Friday prior to the holiday or a day mutually agreed upon between the employee and the Department. Should that Friday already be used in conjunction with Article 31.H., then the leave day will be Thursday or a day mutually agreed upon.
4. Leave days shall not be scheduled on any designated holiday.

C. Holiday Compensation.

1. Premium Wage Rates. Employees who are required to work on a holiday shall receive double time (2x) premium in addition to a regular day's pay.

Employees who are not required to work a holiday shall be granted the day off with pay, provided the employee shall have received at least eight (8) hours of pay exclusive of overtime in the calendar week prior to, during or after the holiday; provided the employee continues on the payroll through the holiday in question and would otherwise be qualified for the holiday.

2. Hours and Shifts. Any employee who works a shift during which four (4) or more regularly assigned hours, excluding overtime, extend into a paid holiday, shall be entitled to holiday pay for the entire eight (8) hour shift; provided however, that the application of this rule shall not entitle any employee to more than eight (8) hours holiday pay for regular hours worked on a single holiday.

In effect, this rule means that an employee who works a shift which begins at 8:00 p.m., excluding roll call, or later on the eve of a holiday is entitled to holiday pay for eight (8) hours.

EXAMPLE:

If an employee working on July 3rd is assigned to a shift in which four (4) or more hours are worked on July 4th, the appropriate working symbol shall be entered in the lower portion of the July 3rd date block and the black 8H in the middle portion to ensure holiday pay. A red "H" shall be entered in the July 4th date block. However, if an employee is scheduled to work both July 3rd and July 4th this procedure shall not apply.

An employee whose tour of duty began at 6:45 p.m. on July 3rd and ended at 3:15 a.m. on July 4th would not be entitled to holiday pay unless he also works on July 4th. Even though his shift extends into the actual holiday, it does not meet the minimum four (4) hour requirement.

In those cases where an employee works four (4) or more hours into a holiday as a result of overtime, he is not entitled to holiday premium rate for that shift; the overtime hours shall be compensated at the regular time and one half (1 1/2) rate.

D. Rotation of Work Opportunity. The scheduling of employees to work on holidays shall be on a seniority rotation basis with separate rotating rosters for each precinct platoon, as specifically outlined in sub-section E. 5. and for each non-precinct entity in accordance with past practice.

E. Preparation and Maintenance of Holiday Rosters.

1. For the purpose of keeping a complete record of holiday assignments and facilitating an accurate rotation of holiday work opportunities. D.P.D. Form #592 shall be prepared, beginning with the most senior employee and descending in strict seniority order. These rosters (D.P.D. Form #592) shall be kept up to date and posted within five (5) days after the holiday except that posting will not be required after General Election Day and Christmas. Employees shall be placed on separate rotation rosters for each precinct as specifically outlined in sub-section E. 5. and for each non-precinct entity in accordance with past practice.

2. Posting Holiday Details. Holiday detail sheets will be posted on bulletin boards in each precinct, section or unit.

Under normal conditions, holiday assignments for employees shall be posted seven (7) days prior to the holiday. In instances where two (2) holidays fall within a

fourteen (14) day period, assignments for the second holiday will be posted a minimum of two (2) days in advance of that holiday. Should a position become available after the holiday detail sheet is posted and the Department decides to fill that position, supervisors will ask the next eligible employee(s) if that employee desires to work the holiday. Those employees who decline under this circumstance shall not be considered a refusal, and shall be entered on the roster as "Holiday-Late Posting" (HLP).

If the holiday detail sheet is posted prior to the required contractual posting time, management maintains the right to make any change. If the change in the holiday detail is made, management shall notify any employee affected by such change as soon as possible, as well as the local Union representative. The corrected holiday detail sheet must be reposted within the minimal contractual posting time limitation.

Once the holiday detail sheet is posted, within the minimum contractual posting time, it may be changed only to correct an error or to fill a vacancy, and after notice to a local Union representative. Supervisors shall notify any employee affected by such change as soon as possible.

Holiday detail sheets are posted in order to give all parties advance notice of assignments and to permit the Union steward or the employee to bring any mistakes to the attention of his or her immediate supervisor in a timely manner. An employee shall notify his or her immediate supervisor of an error on the holiday detail sheet immediately upon discovery, so that it may be corrected forthwith. If an employee who knows or reasonably should have known of an error fails to provide such notice of the error to his or her immediate supervisor, the error is not grievable.

3. Removal and Addition of Names. Throughout the year, employee names will be removed and added to various holiday rosters due to transfers, shift changes, recalls from lay-off, new hire, etc. Employees shall be added to a roster according to their respective seniority date. An employee being added to a roster with a common seniority date of an employee already on the roster shall be placed on the roster immediately below the employees already on the roster with the same seniority date.

If the holiday detail sheet has already been posted, in accordance with the contractual time limits for posting, these employees shall be placed on the roster for the next holiday and not considered for the holiday already posted, unless new vacancies arise prior to the holiday.

4. Holiday Rotation. Holiday rotation shall continue in accordance with the following rules:

- a. The holiday rotation roster shall have continual rotation and will not start anew each July 1st.
- b. The following steps shall be utilized for preparing a holiday roster.
 - (1) A supervisor preparing the holiday roster shall list all members, in descending seniority order, who will be considered to work that respective holiday. The removal and addition of names to the holiday roster shall conform with the preceding contractual holiday requirements. A member's holiday status for the previous holiday shall be taken into consideration regardless of where he worked or what roster he was on.
 - (2) Once this step is completed, the supervisor shall begin by first selecting, in descending seniority order, the members who were carried with a "Special Red Designation" (i.e., Holiday-Furlough, Holiday-Sick, Holiday-Jury Duty, Holiday-Suspended, Holiday-Limited Duty, Holiday-Late Posting, Holiday-Disabled) during the previous holiday. When selecting members who were carried with a Special Red Designation, the supervisor shall begin at the starting point of the previous holiday and continue through the entire holiday roster once before ending at the current holiday's starting point.
 - (3) Once the members with Special Red Designations have been selected, members with a red "Holiday" designation shall be chosen, in descending seniority order, beginning at the starting point of the current holiday and shall continue through the entire holiday roster, returning to the current holiday's starting point.
 - (4) Once all members with red designations are selected for work opportunities, the continual rotation shall continue from where it left off the previous holiday (the current "starting point"), selecting in descending seniority order members with black "holiday worked", "holiday refused" or no previous status, until sufficient personnel are obtained.
 - (5) A new cut off point will then be marked immediately following the last member selected for a holiday worked opportunity.
- c. Members eligible to work are to be selected to work scheduled hours which correspond to the roster from which they are selected.

EXAMPLE: An officer from the Platoon Two roster shall be scheduled to begin work between 4:00 a.m. and 10:59 a.m. That officer shall not start work at 3:00 a.m. as that is within the designated starting time for Platoon One.

- d. Employees who have flexible starting times (such as Cruiser crews, 30 Series, Morality crews, etc.) shall have their normal starting times designated at the beginning of the 28 day work cycle in which the holiday(s) fall. This designation is to be used for holiday rosters only and shall not impede management from changing their working hours.
5. Precinct Rosters. All precinct personnel shall be included on one of the following rosters with the exception as noted in 31.E.5.e:
- a. Platoon One. All employees who start work between 12:00 a.m. and 3:59 a.m.
 - b. Platoon Two. All employees who start work between 4:00 a.m. and 10:59 a.m. (including staff personnel).
 - c. Platoon Three. All employees who start work between 11:00 a.m. and 4:00 p.m.
 - d. Platoon Four. All employees who start work between 4:01 p.m. and 11:59 p.m.
 - e. The exception to the above is personnel assigned to Special Operations (formerly Special Events Section) of the First Precinct. Only First Precinct Special Operations shall maintain their own rosters.

NOTE: These start times shall not include roll call time, nor desk personnel who start earlier than normal hours.

6. Entries on Roster. Entries on the holiday roster shall be made in the following manner:
- a. Worked -W- (Black) - indicates an employee worked the holiday.
 - b. Holiday Refused -HR- (Black) - indicates an employee was given the opportunity to work, but refused.
 - c. Holiday -H- (Red) - indicates an employee was not up to work the holiday and was on holiday.
 - d. Holiday Furlough -HF- (Red) - indicates an employee was eligible to work the holiday but declined the holiday due to being on furlough. The furlough period for this

designation shall consist of the ten (10) furlough days as well as the customary number of leave days attached to the furlough period.

- e. Holiday Sick -HS- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being sick.
- f. Holiday Disabled -HD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being disabled.
- g. Holiday Jury Duty -HJD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of jury duty.
- h. Holiday Limited Duty -HLD- (Red) - indicates an employee was eligible to work the holiday, but was not allowed to do so due to the fact that there was no job openings available for an employee on limited duty status.
- i. Holiday Late Posting -HLP- (Red) - indicates an employee was not eligible to work the holiday when the holiday roster was posted but after the posting was asked due to a position becoming available and declined.
- j. Holiday Suspended -HX - (Red) - indicates an employee was eligible to work the holiday but was suspended on the holiday and had disciplinary proceedings still pending or an employee who was serving a suspension of more than thirty (30) days as a result of completed disciplinary action (after all appeals have been exhausted).

An officer serving a suspension of thirty (30) days or less as a result of completed disciplinary action (after all appeals have been exhausted) shall be allowed to work a holiday if eligible.

- 7. Insufficient Personnel. In the event that insufficient employees volunteer to work the holiday, reverse seniority shall prevail and employees shall be ordered to work.

Exceptions to this draft shall be as follows:

Employees on furlough (inclusive of the customary number of attached leave days) shall be bypassed in a draft situation.

F. Special Rules Affecting Rotation.

- 1. Sick or Disabled Absences. Employees who are scheduled to work a holiday, but are unable to do so due to being sick or disabled, shall be carried "Holiday Sick" (HS) or "Holiday Disabled" (HD).

2. Employees on Furlough. For purposes of this Article, a furlough period includes the customary five (5) attached leave days. The furlough includes the holiday even if it should fall on the first day of the regularly scheduled furlough.

Employees scheduled for a furlough period that would include a holiday shall not be charged with a furlough day for the holiday.

Employees on furlough when a holiday occurs shall be offered an opportunity to work the holiday if their names are reached on the roster. If the employee accepts the opportunity, the entry made on the holiday roster shall be the same as if the holiday had been worked while not on furlough. In order to assure that the holiday scheduling of such employees can be properly managed, prior to starting their furlough or prior to the minimum posting date, whichever is earlier, the employees must inform their immediate supervisor in writing whether or not they desire to work the holiday.

The supervisor shall take into account the employee's choice when making up the holiday detail sheet. Furloughed employees who have expressed a desire to work shall be responsible for ascertaining from the Precinct Desk Supervisor or the supervisor in charge, whether or not they are scheduled to work the holiday. Furloughed employees who have expressed the desire to work and who successfully receive a holiday assignment are subject to all the employment and payroll rules of other nonfurloughed employees also scheduled to work and should they fail to report to their assignment, the fact that they are on furlough will not be an acceptable excuse.

Employees on furlough when a holiday occurs, and who decline their opportunity to work, shall not be considered as having refused holiday work and shall be entered on the roster as "Holiday Furlough" (IIF).

Employees on furlough when a holiday occurs and who did not have an opportunity to work because their names were not reached on the roster, shall be entered on the roster as "Holiday" (H).

3. Employees on Limited Duty. Employees on limited duty status are fully entitled to participation in the normal continuous rotation of holiday work opportunities. However, their opportunity to receive an assignment is restricted to those assignments which can be performed by the employee on limited duty. Limited duty positions shall not be created by bumping regular assigned employees from their respective regular job assignments.
4. Employees Temporarily Assigned-Out to Other Commands. Employees assigned-out to other commands shall remain on the holiday roster of their parent command and are fully entitled to work a holiday assignment at that command when their name is reached with the following exceptions:

- a. Belle Isle Summer Detail (Harbormaster Section). Employees assigned to this detail shall be removed from their parent command's holiday roster and placed on the appropriate roster maintained at the Harbormaster Section.
 - b. Auto Theft Unit. Employees assigned into this unit, on limited duty status (usually long term limited duty employees), shall be removed from their parent command's holiday roster and placed on the appropriate holiday roster maintained at the Auto Theft Unit.
 - c. Telephone Crime Reporting Section. Employees assigned into this section (usually long term limited duty employees), shall only be allowed to work at TCRS if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his parent command if a position is available.
 - d. State Fair Detail. Employees assigned to the State Fair Detail each year shall also work the Labor Day Holiday. State Fair Detail shall be made from among those employees who are determined to be eligible to work the Labor Day Holiday at their parent command at the time the detail is made.
 - e. Field Duty Officer - Driver. The Field Duty Officer may select a driver of his choice for a holiday regardless of whether or not the employee is eligible to work the holiday on the parent command's roster.
 - f. Identification Section. Employees assigned into this section (usually long term limited duty employees), shall only be allowed to work at the Identification Section if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his/her parent command if a position is available.
 - g. 224-DOPE. Employees assigned into this section (usually long term limited duty employees) shall only be allowed to work at 224-DOPE if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his parent command if a position is available.
 - h. Records and Statistics Section. Employees assigned into this section (usually long term limited duty employees), shall only be allowed to work at this section if they are eligible to work on their parent command's roster. If no work is available at this section, the employee retains the right to work at his parent command if a position is available.
- G. Job Assignment. Employees working a holiday shall normally work their regular assignments. In the event that the employee's regular assignment is not scheduled to be

worked on the holiday, those employees shall be assigned to other vacant detail sheet assignments from within their respective roster. Job bumping shall not be allowed among those employees eligible to work the holiday.

32. EXCUSED TIME

Employees shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day and Martin Luther King's Birthday provided they are on the payroll through the holiday in question. Employees required to work any portion of the "Excused Time" on these days will receive equal time off for hours worked or straight time cash at the option of the Chief of Police. No holiday premium will be paid for work on these days.

33. PENSION PROVISIONS

- A. Chapter 7 of Title 9 of the previous Charter of the City of Detroit which is adopted by reference in Article 11, Section 11-102 of the present Chapter of the City of Detroit is incorporated herein by reference and made a part hereof to the same extent as if it were specifically set forth herein, except for changes in specific portions or, portions of provisions which are set forth in this article.
- B. Duty and non-duty death benefits under the City of Detroit Policemen and Firemen Retirement System shall be payable to widowers in the same manner as they are now payable to widows. Widowers seeking non-duty death benefits under the system shall not be required to demonstrate any degree of dependency on their wives.
- C. Effective for those retiring on or after July 1, 1974: a member shall have the right to elect to receive on the effective date of his service retirement a partial or total refund of his accumulated contributions. If a member makes such an election, an annuity payable under any retirement allowance or reduced retirement allowance shall be reduced proportionally.

If the total accumulated contributions are withdrawn, no annuity shall be payable.

The limitation of fifteen twenty-seconds (15/22) of the maximum earnable compensation of a police officer and fire fighter continues in effect. For purposes of determining the fifteen twenty-seconds (15/22) limitation, a computation based on the annuity which is an actuarial equivalent of the accumulated contributions standing to a member's credit in the Annuity Savings Fund prior to any partial or total refund will be used.

This provision affords the members of this collective bargaining unit a similar option available to members of the General Retirement System pursuant to 1973 Amendment K. The parties agree that no other benefits or amounts payable pursuant to the Policemen and Firemen Retirement System are affected by this contractual provision.

- D. Add to the Policemen and Firemen Retirement System, Article VI, Part B, Section 2.1(b) the following:

"with the specific exception that for those members who receive benefits under Section 2.1(a), above, the 'average final compensation' used in this computation shall be the highest average annual compensation that would have been received by such a member had he continued working in the classification held at the time of his disability, during any period of five consecutive years, selected by the members, contained within the last ten years immediately preceding the expiration of the period when the member, would have attained a total twenty-five years of creditable service."

- E. Optional Annuity Withdrawal. In addition to the provisions of the current collective bargaining agreement, pension charter and ordinance provisions and all other pension rights of members, a member shall have the right on or after the effective date of his becoming eligible for a full service retirement allowance (members who have twenty-five (25) years of creditable service) to elect to receive a partial or total refund of his accumulated contributions to the Annuity Savings Fund. If a member makes such an election, an annuity payable under any retirement allowance or reduced retirement allowance shall be reduced proportionally. If the total accumulated contributions are withdrawn, no annuity shall be payable.

If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the annuity withdrawn. The amount of the annuity at the time of such election shall be the amount used at the time of retirement for purposes of computing the retirement allowance.

Beginning July 1, 1982, and thereafter, all members who complete their required years of service, shall have the right to withdraw all or part of their accumulated contributions whether they choose to retire or not.

- F. Effective July 1, 1983 the requirement that a member as defined in Article IV, Section 1(d) of the Policemen and Firemen Retirement System shall attain age 55 to be eligible for retirement shall be eliminated. Such members will be eligible to retire after twenty-five (25) years of service regardless of age.

Effective July 1, 1989, the minimum age 55 requirement for deferred pensions payable for post 1969 members hired before June 30, 1985 shall be eliminated.

Employees hired on or after July 1, 1985 who leave City employment after being vested shall not be eligible for pension benefits until said individual reaches his or her sixty-second birthday.

G. Reduced Early Pension Benefits

Members who terminate employment who are eligible for a pension pursuant to Article VI, Part A, Section 4 of the Policemen and Firemen Retirement System (40 & 8) provision shall have the option of receiving an immediate, but reduced early pension benefit in lieu of a deferred pension.

This reduced early pension benefit shall not result in an increase in Employer contribution rates, therefore, the value of the Reduced Early Pension Benefit shall be the actuarial equivalent of the 40 & 8 pension.

No other benefits or amounts payable pursuant to the Policemen and Firemen Retirement System, including benefits available to persons who retire under Article VI, Section 4, shall be affected by this contractual provision. Health insurance benefits payable under this provision will commence when the member would have been eligible to receive a regular service retirement under Article 33. F. of the collective bargaining agreement.

This provision shall be retroactive to July 1, 1986.

H. Definition of Average Final Compensation

The average final compensation for "old plan" members and for "new plan" members retiring on or after July 1, 1992, is calculated by using the current maximum salary for the rank(s), grade(s) or position(s) held by the member over the sixty (60) months just prior to the member's elective date of retirement. The salary is obtained from the Official Compensation Schedule for the fiscal year prior to the member's elective date of retirement and an average is determined.

I. Survivor's Benefit Fund

The contributions required by Article VII, Sections 8 (b) and 8 (c) of the Policemen and Firemen Retirement System to the Survivor's Benefit Fund shall be eliminated for Union members. The City shall make the contributions necessary to maintain the benefit level by contributing that amount necessary to replace the members' contributions to the Survivor's Benefit Fund.

This provision shall be effective July 1, 1986.

J. Pension-Change of Option

Members of the Policemen and Firemen Retirement System shall be entitled to change their pension option from either Option 2 or Option 3 to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. The actuarial cost of the change in benefit shall be borne by the member who seeks change in his option election.

This provision shall become effective July 1, 1986.

K. Pension Option - Old Plan/New Plan

Members of the Policemen and Firemen Retirement System as defined in the previous charter of the City of Detroit - Chapter VII of Title IX, Section 2 of Article II as adopted by Article II, Section 11-102 of the present Charter of the City of Detroit as previously amended to July 1, 1977; who were in the service on or after July 1, 1941, but prior to January 1, 1969 and are still active members shall have the option of retiring under any existing plan of the pension system (i.e., amendment of November 5, 1969 or previous plan) commonly known as new plan and old plan.

This provision shall become effective July 1, 1986.

L. Pension-Employer Contribution

Effective upon issuance of the 1986-89 Act 312 Award, the employee contributions to the Policemen and Firemen Retirement System Annuity Fund, although designated as employee contributions, shall be paid by the City of Detroit in lieu of contributions by the employee. The employee shall not have the option of choosing to receive the contributed amount directly instead of having them paid by the Employer to the annuity fund. There shall be no additional contribution expense to the City of Detroit, and the amounts so contributed by the Employer on behalf of the employee shall be treated, for tax purposes, as Employer contributions and thus shall not be taxable to the employee until these amounts are distributed or made available to the employee.

This provision shall not affect the amount or benefit level of the retirement allowance, or the City of Detroit's obligation thereto.

This provision shall become effective January 1, 1987.

M. Duty Disability Retirement Provisions

1. As applicable to all current employees who file applications for disability retirements on or after July 1, 1995, and to all future employees, the definition of "total disability" and "total incapacity" in the Policemen and Firemen Retirement System pension plan will be changed to read as follows:

Own Occupation: During the first 24 months of benefits, total disability exists when, due to injury, illness or disease,

an employee is unable to perform, for wage or profit, the material and substantial duties of the employee's occupation.

Any Occupation: After the first 24 months of benefits, total disability exists when, due to injury, illness or disease, an employee is unable to perform, for wage or profit, the material and substantial duties of any occupation for which the employee is suited, based on education, training and experience.

2. a. The duty disability retirement benefits payable to an eligible member shall consist of the amount derived from the sum of the applicable following factors and annual escalators in accordance with the definitions of "own occupation" and "any occupation" as set forth in paragraph 1. above.
 - (1) Part A. A basic duty disability benefit amount which is fifty percent (50%) of the member's final compensation at the time his duty disability retirement began.
 - (2) Part B. A supplemental duty disability benefit which is sixteen and two-thirds percent (16 2/3%) of the member's final compensation at the time his duty disability retirement began.
 - (3) Escalators. On July 1st each year, the amounts of Parts A and B then payable will each be increased by adding to said amounts the product of 2.25% times the initial amount of said Part A and B benefit which was computed at the time the duty disability retirement began.
- b. For the first 24 months that a member is on duty disability retirement his benefit shall be the sum of Parts A and B plus applicable escalators.
- c. After 24 months, a member who is disabled from any occupation shall continue to receive a duty disability retirement benefit which is the sum of Parts A and B plus applicable escalators. After the expiration of the period when the member would have attained twenty-five (25) years of creditable service had he continued in active service, payment of Part B will cease.
- d. After 24 months, a member who is not disabled from any occupation shall only receive Part A plus applicable escalators as his duty disability retirement benefit.

e. Conversion. Duty disability retirement benefits shall continue to be paid to a member on duty disability retirement after the member has attained 25 years of credited service, to the earlier of (i) the member's attainment of age 65, or (ii) termination of disability as determined by the third party administrator (TPA). Upon termination of disability or attainment of age 65, a member with 25 years of credit service shall be eligible to receive a service retirement benefit. The amount of such service retirement benefit shall be the same amount which would have been payable if the conversion from duty disability retirement to service retirement had occurred at the date of attaining 25 years of service credit.

f. If a member on duty disability retirement returns to active service and within a twenty-four (24) month period requalifies for duty disability retirement for the same or related reasons he had been retired, then the disability shall be deemed a continuation of the prior disabling condition and the period of the return to work will not have caused the employee to be entitled to a new initial determination of Part A and B benefit amounts as set forth in sub-paragraphs 2.a.(1) and 2.a.(2) above. Instead, such employee will return to retirement at the point he had reached in sub-paragraphs 2.b., 2.c. or 2.d. above as if there had not been a break in his period of placement on duty disability retirement.

g. Non-duty disability benefits will continue to be calculated as provided by the City Charter.

h. As in the past, disability retirement benefits shall continue to be considered Charter benefits which are paid instead of and not in addition to any benefits under the State Workers' Disability Compensation Act.

i. Survivor Benefits. Survivor benefit coverage applicable to active members shall be continued during the period a member is eligible for a duty disability benefit. Upon conversion to a service retirement benefit as provided in 2.e., automatic survivor benefit coverage shall terminate. At that time, the member shall have the right to elect an optional form of payment in the same manner as if he had retired from active membership on the conversion date.

Pension Credit While on Duty Disability Status.

a. While eligible to receive disability benefits, regular defined pension service credit shall continue to accrue.

b. The accrual of regular defined benefit pension service credit will cease when the member has 25 years of credited service.

4. Earning Offset.

a. In the event that a recipient of a duty disability retirement benefit receives earned income from gainful employment during a calendar year, the amount of the member's disability benefit payable during the next subsequent fiscal year will be adjusted so it does not exceed the difference between (i) the member's base salary at the date of disability, increased by 2.25% times the number of full years from the date of disability to the year in which the earnings offset is applied, and (ii) the amount of remuneration from gainful employment during the prior calendar year.

b. The earnings test shall be based on information the TPA may periodically require from a duty disability benefit recipient or have secured from other reliable sources. Furnishing such information shall be condition for continued eligibility for a duty disability benefit.

5. Annuity Withdrawal. The current withdrawal provision of the retirement system will continue. If a duty disability recipient elects annuity withdrawal after attaining 25 years of credited service, the applicable benefit reduction will offset the duty disability benefit until the conversion date, after which it will offset the converted service retirement benefit.

6. The disability retirement procedure will be revised as follows:

a. Medical Boards of Review will no longer be used. The function now performed by Medical Boards of Review with respect to the determination of whether an applicant is disabled will be performed by a qualified physician or surgeon in the appropriate specialty at Detroit Receiving Hospital or such other medical facility as may subsequently be mutually determined by the Union and the City. If either the Union or the City desires to terminate the services of the medical facility, it shall give notice in writing to that effect to the other party, specifying the date of termination. The parties shall then send a joint written notice to the medical facility of its termination. Neither party may terminate the services of a medical facility unless it has heard at least one (1) case. Once the medical facility has received written notice that its services are terminated, it shall hear no further cases. However, the medical facility shall render decisions on all cases where the applicant has been examined and evaluated prior to receiving such notice. The medical facility will select the doctor who will perform the examination and evaluation. The medical finding of this physician or surgeon as to whether the applicant is disabled shall be final and binding on all interested parties.

b. If the applicant is determined to be disabled, the Board of Trustees or its designee will examine the pension file, including the submissions of the applicant and the Police Department, to determine if there is any dispute as to whether the disability "resulted from the performance of duty" within the meaning of the pension plan. If it is undisputed that the disability did result from the performance of duty, the Board of Trustees will grant duty disability retirement benefits. If it is undisputed that the disability did not result from the performance of duty, the Board of Trustees will grant non-duty disability retirement benefits, provided the applicant meets the other conditions of eligibility, e.g., five years of creditable service. If the performance of duty issue is in dispute, the Board of Trustees will refer the matter to arbitration by a member of the Disability Retirement Review Board (DRRB). The decision of the DRRB member as to whether the disability resulted from the performance of duty shall be final and binding upon all interested parties. The DRRB shall consist of 3 qualified arbitrators who will be individually assigned in rotating order to decide the matters referred to arbitration by the Board of Trustees. Within thirty (30) days after the issuance of the Act 312 award, the Union and the City shall convene and select 3 disinterested persons qualified as labor arbitrators to serve as members of the DRRB. The procedure for the termination of umpires and selection of new umpires found in Article 8 shall apply to the termination and the selection of new DRRB arbitrators.

c. The hearing before a member of the DRRB will be conducted in accordance with the following procedures:

- (1) The applicant and the City will have the right to appear in person or otherwise, may be represented by counsel if they wish and will be afforded an equal opportunity to present evidence relevant to the issues;
- (2) A court reporter will be present and make a stenographic record of the proceeding;
- (3) The hearing will be closed to the public, except that the applicant may select one (1) person to be with him in the hearing room; provided, however, that person may not testify;
- (4) The witnesses will be sequestered;
- (5) The witnesses will be sworn by the court reporter and testify under oath;
- (6) The applicant may not be called by the City as an adverse witness;
- (7) The DRRB Member will apply the rules of evidence and follow the procedures which are customarily applied and followed in labor arbitration cases;

- (8.) If the applicant wishes to have an employee of the City released from duty to appear as a witness on his behalf, the applicant may so inform the

Board of Trustees in writing which, in turn, will submit a written request to the appropriate Department executive for the release of the employee for the purpose of so testifying;

- (9) The DRRB Member will afford the parties an opportunity for the presentation of oral argument and/or the submission of briefs;
- (10) The DRRB Member will issue a written decision containing credibility resolutions as necessary, findings of fact and conclusions with respect to all relevant issues in dispute. The decision of the DRRB Member shall be final and binding upon all interested parties;
- (11) The authority of the DRRB Member is limited to deciding whether or not the applicant's disability "resulted from the performance of duty" within the meaning of the Pension Plan. The DRRB Member shall have no authority to add to, subtract from, modify or disregard the terms of the Pension Plan; and
- (12) The costs associated with the hearing, including the arbitrator's fees and expenses, and the court reporter's fees and expenses, shall be paid by the Board of Trustees.

d. A TPA mutually selected by the Union and the City shall provide all ongoing duties of administering the disability benefits after initial eligibility has been determined. These duties shall include:

- (1) Monthly payments of benefits;
- (2) The former duties of the Medical Director for conducting investigations to assure continuing eligibility for disability retirement benefits, including the annual re-examination of disability beneficiaries;
- (3) Conducting investigations to determine any earnings the disability beneficiary may have for offset to system benefits; and
- (4) The TPA shall have reasonable powers to insure compliance with re-examination and proof of earnings requirements including withholding of monthly payments until compliance is achieved.

e. If a disability beneficiary is determined by the TPA to no longer be disabled, he may appeal that determination within seven (7) days thereof by filing a written request with the TPA for a re-examination by a qualified physician or surgeon at and selected by the medical facility identified in paragraph 6.a. above whose medical finding will be final and binding. The TPA shall promptly arrange for such re-examination. The applicant's disability benefits will be continued pending that final and binding medical finding, and if the finding is that the applicant is no longer disabled, his disability benefits will be further continued while the Police Department is conducting such examinations and/or investigations as necessary to determine whether the applicant is qualified for reappointment as a police officer.

f. In the event that the Union and the City are unable to reach agreement upon the medical facility to perform the functions described in paragraph 6.a. or the TPA to perform the functions described in paragraph 6.d. of this section, within thirty (30) days after a vacancy occurs, each shall nominate one choice as its selection and after reviewing any materials submitted and considering any arguments advanced by the parties in support of their respective nominations, a member of the DRRB shall decide which of the two nominees shall serve as the medical facility or TPA.

The Board of Trustees shall not act upon or grant the application filed by an officer who, although he is not capable of performing the full duties of a police officer, has not suffered any diminishment of his base wages or benefits because he is either:

- a. regularly assigned to a position, the full duties of which he is capable of performing; or
- b. assigned to a restricted duty position, unless the Police Department advises that it intends to seek a disability retirement for the officer in the foreseeable future.

The provisions in paragraph 7 above are not intended to and will not:

- a. affect the officer's right to seek a disability retirement when no restricted duty position is available; or
- b. restrict in any way the existing authority of the Chief of Police to seek a duty or non-duty disability retirement for an officer or for that officer at that time to request a duty or non-duty disability retirement.

34. RECALL PAY

Employees are entitled to recall pay at a time and one-half (1-1/2) rate if recalled to duty after reporting off duty and before their next tour of duty. A minimum of two (2) hours will be granted to a recalled member. Travel time, not to exceed one-half (1/2) hour each way shall be granted for travel to and from the duty station when the total time worked exceeds one (1) hour.

The recall rate shall not be paid when a member works continuously beyond his normal tour without first being relieved. The recall rate shall terminate as of the time that his next regular tour was scheduled to begin and he will not receive any travel time back to his residence.

Recall pay shall not be granted when:

- A. A mobilization has been ordered;
- B. Leave, furlough, bonus vacation days or compensatory time days have been cancelled;
- C. A member has been directed to appear in court;
- D. A member is given notice of a change in shift starting time prior to his going off duty.

35. SICK LEAVE

A. Sick Banks: There are two (2) sick banks, current sick bank and seniority sick bank.

- 1. Current sick bank is designated as that sick time accumulated at the rate of one (1) day for every calendar month in which a member has been credited for not less than eighteen (18) paid time days, excluding overtime. The accumulation of the current sick bank is limited to 125 days.
- 2. Every member who has a current service status for a full fiscal year shall be credited with five (5) days in his seniority bank on July 1 of each year. The accumulation is limited to 125 days also in this bank.

Effective July 1, 1989, if a member retires with 25 years of service and has been credited with only 120 days in his seniority sick leave bank and has failed to qualify for the additional five (5) days because of appointment date, five (5) additional sick days will be added to the bank solely for the purpose of paying unused sick leave pursuant to Section N of this Article. The accumulation is limited to 125 days also in this bank.

- B. Sick Time Credit: The term "sick time" shall be defined as absence due to illness or injury of the member, to exposure to a contagious disease and to the attendance upon immediate members of the family of the member of the Department living within his household, including husband, wife, children, father, mother, sister, brother and relatives living in the same household regardless of degree of relationship. The granting of sick time for attendance upon these relatives is not limited to any given number of days per fiscal year; however, no more than three (3) days will be granted in one instance.

This sick time is granted to permit the member to make arrangements for care of the ill person so that he may return to duty. When it comes to the attention of the Department that a member is abusing sick leave, the Chief of Police may cause an investigation to be initiated. Such investigation may result in disciplinary action.

- C. Deductions from the Sick Bank: Sick banks, both current and seniority, are designed to provide for non-duty connected illness or disability. No deduction from either current or the seniority sick banks shall be made for any sick time resulting from a service connected illness or disability which is certified by a Departmental physician.

Sick time shall be charged first to the current sick bank and secondly, to the seniority sick bank.

When a member reports at the beginning of his shift but is unable to finish the shift because of sickness, an amount of sick time equal to the remaining portion of the shift shall be deducted from said member's sick bank. The tenths-of-an-hour conversion table used for overtime computation shall be applicable to sick time deductions made under this paragraph.

During a period of illness, only that time which would be actual working time will be deducted from the sick bank. Illness or injury during furlough time may be changed to sick time in lieu of the member's furlough, provided such illness or injury during the furlough shall be reported forthwith to the member's commanding officer and to the Medical Section. Such illness or injury will be verified by the Medical Section. The unused portion of the member's furlough will be rescheduled and used immediately following recovery from the illness or injury which made the change necessary.

- D. No Home Confinement Generally: An employee unable to perform police duties because of injury or while recuperating from an illness, may absent himself from his home while sick. This right shall not apply to an employee who has been, pursuant to Police Manual Volume IV, Chapter 4, Section 21 properly served with DPD Form 350-A and is under the provisions of DPD-350-A; such an employee if being carried sick for any reason set forth in Article 35, Section B, of this Agreement, must secure permission from the officer in charge of the unit to which he is assigned, or if his unit is closed, the precinct in which he resides, to absent himself from his home. Rules of confinement do not apply on leave days or non-duty hours.

- E. Reporting Illness or Disability: When any member becomes sick, the officer in charge must be notified without delay and informed where the member is confined. If a member is hospitalized, the officer in charge shall be notified and will cause the Medical Section to be notified, during the next regular office hours, of the nature of the illness and the hospital to which the member was admitted. Members unable to report for duty because of sickness shall have their duty station notified not less than one (1) hour before roll call. An employee calling in sick in accordance with this provision will not be allowed to work until his next scheduled tour of duty. Under normal circumstances, Department physicians will not make visits to an individual member's home. When attending a sick officer, a Department physician shall issue him a notice stating the nature of the illness and whether or not the officer shall remain off duty. The notice must be turned in to the commanding officer when the member returns to duty. A member who is on extended sick leave can, as necessary, be required to keep his commanding officer advised of his incapacity and expected date of return.
- F. Limited Duty/Restricted Duty: Officers placed on limited duty by a Department physician shall report immediately with their limited duty authorization slip to an appropriate command designated by the Chief of Police. Said command will determine an appropriate limited duty assignment and notify the member's commanding officer. Limited duty assignments are made by the Chief of Police under the authority granted by Title IV, Chapter 21, Section 14, paragraph (g) of the City Charter and are subject to the limitations thereof.

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

The number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists, shall be within the discretion of the Department.

The Department may give preference for restricted duty assignments to those employees whose injury or illness is determined to have occurred in the line of duty over employees whose injury or illness is determined to have occurred not in the line of duty. When the Department determines that the number of restricted duty employees exceeds the available number of restricted duty assignments, in accordance with the limitations enumerated below, employees having or seeking a restricted duty position for a non-duty related medical condition may be required to utilize sick time benefits. An employee who is required to utilize sick time benefits by operation of this paragraph but who has no accumulated sick time will be allowed to use other accumulated time to cover the absence.

When an employee having a non-duty related injury or illness is displaced from a restricted duty position, or when no restricted duty position is currently available, the employee shall be placed on a waiting list for assignment to an available restricted duty position. Placement on this waiting list shall be by departmental seniority and placement in restricted duty

positions shall be made in seniority order provided the employee is able to perform the duties of the particular restricted duty position.

Notwithstanding the provisions of this Article, employees on restricted duty for a non-duty related injury or illness and who are able to perform the duties of their regularly assigned job shall not be subject to being displaced by either an employee having a duty-related injury or illness or by a more senior employee having a non-duty related injury or illness. In addition, an employee on restricted duty as of the effective date of this provision shall also not be subject to being displaced. Provided, however, that this special status shall be lost either upon the employee being restored to full duty or the employee becoming eligible for full duty for the particular medical condition for which restricted duty status was granted as of the effective date of this provision.

The Department shall maintain a continuous listing of those employees who are restricted duty which shall indicate their duty assignment, seniority date, whether the status is for a duty or non-duty related reason, and other relevant data the parties may from time to time agree upon. The Department shall provide the Association with a copy of the list of any day that a change has been made.

The City shall indemnify and hold harmless the Association from any and all claims arising out of the application of this Article.

Nothing in this article shall affect the right of the Department under the Charter of the City of Detroit to refer employees for duty or non-duty disability pensions.

This provision shall be effective on the date of the issuance of the award of the arbitration panel.

- G. Determination of Sick and Disability Status: It is the responsibility of a Department physician to determine whether illness or injury of a member is duty incurred. When a member sustains an original injury in the performance of duty during his regular duty 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 a final determination is made by a Department physician. Under no circumstances shall the status of a member being carried sick or disabled be changed in the time book or other Department records without the written authorization of a Department physician. The Department physician shall authorize such change by preparing an inter-office memorandum. Members are automatically assigned to Platoon Two while disabled.
- H. Report for Duty When Ordered: Any member reported fit for duty by a Department physician who does not report at the roll call indicated by the physician shall be considered absent without leave.

- I. Documentation of Illness: No officer shall be required to substantiate his illness or that of a member of his immediate family with medical verification until the Department has complied with Police Manual Volume IV, Chapter 4, Section 21 using forms 350, 350A, 350B, 350C, 350D, all as revised 12/27/76.
- J. Return to Duty: To assure proper health safeguards for Department personnel, members who are ordered off duty by a Department 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 a member of the Department's medical staff.
- K. Illness or Injury Services: In non and/or post emergency cases, police personnel who have incurred a service connected illness or injury must obtain approval from a Department physician before securing any type of medical attention or treatment for the illness or injury, including x-rays and dental care. The Department will not be liable for costs so incurred unless prior approval is obtained.

Officers who are sick or injured or who are on limited duty shall report for physical examinations when directed by a Department physician or the Medical Section. Furthermore, as a condition for continuing disabled or limited duty status and the benefits thereof, the officers must submit to all reasonable examinations ordered by the Department. Failure to do so will lead to immediate termination of such status and benefits.

Subject to the following limitations, when scheduled for an appointment at the Medical Section or another medical facility for evaluation or treatment of a compensable injury or illness, a member who is off-duty at the time of the appointment shall receive one hour (straight time) compensation. However, in lieu of providing such compensation, the Department may, at its discretion, change the member's scheduled work hours.

A member carried as "Disabled" on the date of an appointment shall not be entitled to additional compensation nor shall this provision be applied to members whose medical treatment extends beyond the regular shift ending time on a working day.

Compensation shall be provided only for authorized appointments made or approved in advance by the Medical Section after submission of appropriate documentation by the member.

- L. Depletion of Sick Banks: If a member is unable to perform police duties when all his sick banks are exhausted, he shall be dropped from the payroll unless he is eligible for non-duty connected retirement benefits. A member exhausting his sick banks who has completed five (5) or more years of service and who is otherwise eligible for non-duty connected disability retirement, may be retired at his own request or at the request of the Chief of Police subject to the approval of the Retirement Board.

A member may apply for reinstatement within two (2) years of being removed from the payroll if he recovers sufficiently from his illness or injury to return to duty. He may be reinstated in the same status as when he left upon proper certification by the Department physician and appointment by the Chief of Police.

- M. Retirement and Death Sick Leave Payment: Immediately preceding the effective day of a member's retirement, exclusive of duty and non-duty disability retirement, or at the time of a member's death, he or his estate shall be entitled to pay for his unused accumulated sick banks as follows:

A member shall receive full pay for 50% of the unused accumulated sick bank amounts not to exceed 250 days.

If a member is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Chief of Police for such reimbursement.

36. REGULARITY IN THE USE OF SICK LEAVE BENEFITS

A. General

The Detroit Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all members if this responsibility is to be fulfilled.

It is, therefore, necessary to identify and correct members who have developed a pattern of regularity in the use of their sick leave benefits. Therefore, all commanding officers are to review the records of their members quarterly: each January 10th, April 10th, July 10th and October 10th.

B. Counseling Regarding Regularity in the Use of Sick Leave Benefits

Upon review and approval of the commanding officer, a ranking member shall counsel subordinates whose records show such an indication. The counseling session shall include a discussion of the pattern observed to date, and the member's reason for absences. Where appropriate, the supervisor shall explore positive future courses of available action with the member in an effort to assist the member in adopting corrective measures. At the end of the counseling session, the supervisor shall prepare a detailed report of the meeting and attach the report to the member's Detroit Police Department Attendance Card, D.P.D. 350-C. A copy of this report shall be provided to the member. Note, however, that said counseling does not constitute disciplinary action and as such may not be noted in the administrative counseling register. Further, said detailed report shall be removed from D. P. D. 350-C at the end of six months providing no further corrective action has been necessary since the initial counseling session with the member.

C. Continued Pattern of Regularity in the Use of Sick Leave Benefits

If counseling does not produce improved attendance, and the supervisor, after meeting with the member, determines that no satisfactory reason exists which would justify said continued regularity in sick leave usage, upon review and approval of the commanding officer, the supervisor shall personally serve the member with a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350, and forward the necessary copies as outlined on the form. The supervisor shall inform the member of the requirement to obtain documentation of the illness or of the illness of a family member which necessitates the member's absence from work. This documentation shall consist of a statement from a physician concerning the illness for each sick day taken during the next three month period. This requirement must be strictly adhered to during said period of time, except where the commanding officer is convinced that a reasonable basis exists for not requiring a physician's note in conjunction with a particular absence. The member will also be advised that said physician's documentation shall be submitted on D. P.D. 350-A, or an equally detailed doctor's note, and shall be presented to the member's section commanding officer within three days after returning to duty. This documentation is subject to the review of the department physician. Commanding officers shall ensure that the copy of D.P.D. 350-A which is submitted by the member is forwarded to the Medical Unit forthwith for retention.

A member who has been served with a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350, and is being carried sick due to personal illness or injury or for attendance upon a sick family member, must secure permission from the officer in charge of the member's unit or, if the unit is closed, from the officer in charge of the precinct in which the member resides before the member may leave the member's place of confinement. This restriction does not apply on leave days or non-duty hours.

"Improved attendance" as used herein shall mean that the member has consistently and reliably demonstrated the capacity to provide proper and sustained attendance within the meaning of this article. For purposes of interpreting the preceding sentence, the word "sustained" shall be construed to mean an improvement which demonstrates that the abuse has been eliminated.

The supervisor shall further advise the member that failure to satisfactorily comply with the regulation will result in the designation of each working day taken as "Sick" to "Absent No Pay." The supervisor shall also advise the member that unless attendance improves, additional disciplinary action may be imposed.

D. Improved Attendance

A member placed on a D.P.D. 350 will have his attendance reviewed on a quarterly basis and will be removed from the restrictions of that provision upon a showing of improved attendance within the meaning of the above definition.

E. Extended Medical Treatment

Members who document that their illness requires treatment on a regular basis may submit D.P.D. 350-A for that ailment on a semi-annual basis. The department physician, however, may want further verification concerning said ailment, and accordingly the member may be required to see the physician.

F. Failure to Present Documentation by a Physician

If failure to comply with the regulation set forth on D.P.D. 350 occurs, the section commanding officer shall personally serve the member with a Notice of Failure to Present Documentation by a Physician, D.P.D. 350-B, and shall forward the necessary copies as outlined on the form. A designation of "Absent No Pay" will be entered in timekeeping records.

G. Appeals

Any member may file a grievance regarding the imposition of a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350. Once this grievance has been filed and is awaiting arbitral review, a member who calls in sick and fails to provide documentation by a physician (D.P.D. 350-A) shall be carried "sick" pending the outcome of the appeal in the attendance control expedited arbitration forum. If the grievance is denied by the arbitrator, the member's time shall be carried "Absent No Pay" for each day taken as sick. This will result in the forfeiture of eight (8) hours of pay by the member for each day taken as "sick" where a D.P.D. 350-A has not been provided. Sick time originally taken by the member shall be returned to the member's sick time bank.

A member who has not filed a grievance regarding being placed on a Notice of Regularity in the Use of Sick Leave Benefits (D.P.D. 350), and who fails to provide documentation by Physician (D.P.D. 350-A), shall be carried as "Absent No Pay" for each day taken as sick. This will result in the forfeiture of eight (8) hours of pay by the member for each day taken as sick.

H. Expedited Arbitration

Grievances concerning the attendance control program will be submitted to arbitration on an expedited basis in accordance with this paragraph. The time limit for submitting grievances concerning attendance control procedures is thirty (30) days. However, because of time considerations, members wishing to utilize the expedited arbitration process to grieve an alleged violation concerning attendance control procedures shall submit a grievance within ten (10) days of the alleged violation. The grievance shall be presented to the immediate supervisor and forwarded without delay directly to the Labor Relations Section where it shall be entered at the arbitration stage and heard before a mutually designated Umpire within

forty-five (45) days of the date listed in Article 36. A., or as soon thereafter as an arbitration date is available. The parties will present their case in an informal and concise manner in which witnesses will be presented where relevant factual matters cannot be stipulated to through agreement of the parties. No written briefs will be presented. The Umpire shall issue a summary award within ninety-six hours of the hearing. Although the parties envision that multiple cases will be heard on a single hearing date, a second date may be added if necessary because of the number of pending matters. This procedure shall not be used for appeals of disciplinary hearings involving attendance.

37. BONUS VACATION DAYS

Bonus vacation days are granted for unused current sick time. Officers who have accumulated a minimum of fifty (50) sick days including both current and seniority days and have a minimum of six (6) years of service on July 1st of each year will be credited with one-half (1/2) of the unused current sick time from the previous fiscal year up to six (6) days. An officer may request to take his bonus vacation days in any sequence by submitting a request in writing to his commanding officer. This request will be reviewed for the availability of personnel by his commanding officer. Seniority will be a prime consideration when several officers request the same period of time off.

The Department must insure that bonus vacation days are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on April 1st, the commanding officer shall assign the remaining bonus vacation days at his discretion provided, however, that on March 1st the commanding officer shall post a notice identifying the dates between April 1st and June 30th (including the number of opportunities per shift) that are available for officers to take as bonus vacation days. Selection for available dates within the period commencing April 1st and ending June 30th shall be determined by a seniority drawing by shift on a date to be determined between March 7th and 15th and announced by teletype. The procedure shall follow the established process for selecting furloughs. Officers not selecting days in the drawing shall have bonus vacation days assigned at the discretion of the commanding officer from remaining opportunities. Nothing in this paragraph shall affect the normal allocation of leave days.

Bonus vacation days which are not used prior to the end of the fiscal year will be lost.

38. JURY DUTY

- A. All employees who serve on jury duty on regularly scheduled work days exclusive of leave days, furlough days and holidays will be paid the difference between their pay for jury duty and their regular straight time pay for all days they are required to serve on jury duty.
- B. In the event that an employee reports for jury duty but does not actually serve on a jury, he will be paid the difference between the jury pay received and his regular day's pay and be excused for the day.

C. In order to receive payment for jury duty supplementation, an employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his supervisor that he has been summoned for jury duty, and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment, provided that the Department head shall have discretion in seeking to have the employee excused when his services are essential. The provisions of this section are not applicable to an employee, who, without being summoned, volunteers for jury duty.

D. Employees shall have the option when called to jury duty to use vacation, bonus vacation or compensatory time for such service. In this event, the employee will not be required to turn in his jury pay. However, the employee must notify the Department of his desire to exercise this option prior to the first date of jury service.

If the date for jury duty falls upon a day when the employee is scheduled to work other than Platoon Two, the Department, upon request of the employee, will rearrange the employee's working schedule so that he will be carried working Platoon Two on that date(s). If the date for jury duty falls upon a holiday an employee is scheduled to work, the employee shall be allowed to attend jury duty without loss of the employee's holiday work opportunity.

E. For payroll purposes, jury duty shall be considered as time worked.

F. An employee on jury duty will be continued on the payroll and be paid at his straight time hourly rate of his normally scheduled hours of work. Upon return from jury duty, the employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an employee fails to turn in his jury duty payment, the City will hold subsequent payments due to the employee until the City is reimbursed for all time lost due to the alleged jury duty service.

G. Where employees once impaneled are excused for days or parts of days, reimbursement shall be made only for time served. Employees should otherwise be expected to report for work.

39. DEATH BENEFITS AND LIFE INSURANCE

A. Death Benefits: Death benefits for all regular City employees shall be paid as authorized by the 1974 City Charter, Section 13-105. Section 13-8-8 of the 1984 Municipal Code of the City of Detroit currently provides a death benefit of \$4,900.00.

1. Membership: Mandatory for regular employees.
2. Contributions: By the City - \$13.30 per year per employee.
By the employee - \$.20 per week or \$10.40 per year.

In the event the above contributions are not sufficient to adequately fund this benefit, the level of benefit shall be adjusted to reflect the deficiency as recommended by the actuary for the Employee Benefit Board.

B. Payment for employees killed or permanently disabled in line of duty:

1. A lump sum duty death benefit of \$10,000 shall be paid to the beneficiaries or estate of employees who are killed or who die as a result of injuries sustained in the actual performance of their duties in accordance with the City Council resolution of August 23, 1977, p. 1683, March 26, 1974, p. 627, and March 2, 1954, p. 509.
2. A lump sum payment of \$10,000 shall be made to any employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
 - a. Total and permanent loss of sight of both eyes.
 - b. Loss of both legs or both feet at/or above the ankle.
 - c. Loss of both arms or both hands at/or above the wrist.
 - d. Loss of any two of the members of facilities enumerated in a., b., c.
 - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
 - f. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974, p. 627.
3. Employees who receive a permanent disability under this Article shall be ineligible for the \$10,000 Duty Death Benefit described in Section B. 1. above. Denial of the \$10,000 Duty Death Benefit may be appealed directly to arbitration in accordance with Article 8 of this Agreement.

C. Group Life Insurance. A group life insurance program for the employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9 of the 1984 Municipal Code of the City of Detroit.

1. Membership - Optional for members of the Employees Benefit Plan.
2. Contributions - Effective July 1, 1989, the City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.
3. The amount of the additional life insurance which employees may purchase at their own expense, inclusive of the \$35,000 of insurance in Section C. 2. will be increased. Employees will be able to purchase insurance which is approximately equal to their annual salary or they may choose to purchase insurance which is approximately equal to two times their annual salaries in accordance with the following:

<u>Yearly Pay</u>	<u>Amount of Insurance Option 1</u>	<u>Amount of Insurance Option 2</u>
\$35,000 to \$37,500	\$37,500	\$ 75,000
\$37,500 to \$40,000	\$40,000	\$ 80,000
\$40,000 to \$50,000	\$50,000	\$100,000
\$50,000 to \$60,000	\$60,000	\$120,000
And so forth in	And so forth in	And so forth in
\$10,000 Increments	\$10,000 Increments	\$20,000 Increments

4. The implementation of this additional option shall be subject to the agreement of the current life insurance carrier. The current practice of the insurance carrier requiring applicants to fill out forms to determine the state of their health and their insurability will continue as in effect on June 1, 1983.
5. Subject to the agreement of and conditions determined by the current life insurance carrier, retirees shall have the option of converting all or part of their group life insurance to a life insurance policy at their own expense. Also, subject to the above conditions, employees who resign may continue their current coverage at their own expense.
6. Should the current carrier decline to provide the coverage agreed upon, the City shall rebid the entire package upon the expiration date of the current contract with the present carrier.

40. MISCELLANEOUS

- A. Maintenance of Conditions. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.
- B. Relation to Regulations, etc. This Agreement shall supersede any rules, regulations, ordinances or resolutions inconsistent herewith.
- C. Extent of Agreement. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to 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 subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided for herein.
- D. Savings Clause. If any article or section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- E. The execution of this collective bargaining agreement shall be without prejudice to any pending grievances, arbitration or other litigation except where the subject matter in dispute may be resolved herein.
- F. Service Weapon. All employees shall be provided at no charge with their department-issued service weapon upon retirement, provided, however, that no employee who retires before July 1, 1995 shall be entitled to receive a Glock semi-automatic weapon unless the employee has been qualified with the Glock semi-automatic weapon for one year as of the date of retirement.

Effective July 1, 1989, this provision shall apply to employees who take a 40 & 8 vested pension.

The Department may refuse to give employees their weapon for good cause shown.

G. Deferred Compensation and Direct Deposit. Members of the bargaining unit may participate in the deferred compensation and direct deposit programs offered by the City. The Association shall be entitled to arrange for the establishment of a deferred compensation program by a company of its choosing, which shall be included in the deferred compensation programs offered by the City.

H. Lump Sum for Banked Time. Whenever an employee leaves employment with the City, such employee will be paid for all banked time, other than sick time, in a lump sum payment within thirty (30) calendar days of the separation, at the prevailing rate of pay in effect at the time of the separation. This includes, but is not limited to separation with a deferred vested pension or under a disability.

I. Correction of Overpayments and Underpayments

1. Where by payroll error an employee is underpaid or overpaid, the City is expressly authorized to correct the underpayment or overpayment by payroll adjustment. The City shall notify an employee in writing fourteen (14) days prior to making any overpayment recovery.

The correction of the underpayment shall be made within sixty (60) days after notification to the Department personnel officer.

2. For overpayment recoveries the City is authorized to deduct up to fifty dollars (\$50) weekly or one hundred dollars (\$100) bi-weekly. If the employee separates from City service, the entire unpaid balance shall be recoverable immediately.

If the recovery of overpayment amounts to more than \$2,500, the representatives of the City and the affected employee shall meet in order to attempt to reach agreement on a reasonable repayment schedule. Such a schedule shall be subject to the maximum weekly and bi-weekly payroll deductions contained in this section. If agreement is not reached, the issue will be subject to the contractual grievance/arbitration procedure.

3. Each deduction by the City shall be substantiated in the records of the City and shall be identified as pertaining to an individual employee. Prorating of deductions between two (2) or more employees is not permitted.

4. To the extent not covered by the preceding paragraphs of this subsection, the parties shall be governed by the limitations set in 15 USC S1673 et seq., "Restriction on Garnishment" where payroll adjustments for overpayments are sought.

41. WAGES

A. Employees in the classification of Police Officer shall receive the following wage adjustment.

July 1, 1995	4.0%
July 1, 1996	2.0%
July 1, 1997	2.5%
January 1, 1998	2.0%

Employees hired prior to February 20, 1995 in this title shall proceed from minimum to maximum on the basis of five equal annual steps.

Employees hired on or after February 20, 1995 in this title shall receive wage increases and step increments in accordance with Exhibit II. B.

- B. Salaries for the following classifications will be maintained at the dollar differentials indicated for the term of this Agreement beginning July 1, 1992 through June 30, 1998.

1. Communications Officer - Police Officer (Class Code #33-12-11)

Start:	\$450	over	starting salary of Police Officer
After one year	\$450	over	salary of one-year Police Officer
After two years	\$450	over	salary of two-year Police Officer
After three years	\$450	over	salary of three-year Police Officer
After four years	\$450	over	salary of four-year Police Officer
After five years	\$450	over	salary of five-year Police Officer

2. Band Director - Police Officer
(Class Code #33-12-14)

\$821 over maximum of salary of Police Officer

3. Assistant Supervisor of Motor Vehicles - Police Officer
(Class Code #33-12-15)

\$862 over maximum salary of Police Officer

4. Police Data Processing Programmer - Police Officer
(Class Code #33-12-26)

Minimum: \$589 over maximum salary of Police Officer
Maximum: \$1,738 over maximum salary of a Police Officer
5. Radio Maintenance Officer - Police Officer
(Class Code #33-12-12)

\$862 over maximum salary of a Police Officer
6. Radio Systems and Planning Officer - Police Officer
(Class Code #33-12-13)

\$1,567 over maximum salary of a Police Officer
7. Senior Police Data Processing Programmer - Police Officer
(Class Code #33-12-36)

Police Lieutenant salary

42. PERMANENT SHIFT PROGRAM

- A. Effective date of this Article will commence with beginning of 1995 Summer Furlough period (May, 1995).
- B. The permanent shift program shall only apply to precinct job assignments on the day, afternoon and midnight shifts that historically rotated among all three (3) shifts. In addition, the permanent shift program shall apply to the Habormaster which for purposes of the program shall be treated as an entity distinct from the Seventh Precinct, and to the Tactical Services Section (TSS), the Canine Unit and the Public Housing Section. All assignments shall be based on seniority provided the employee is qualified.
- C. There shall be no periodic rebidding procedure and vacancies will be filled, if and when the Department decides to fill them, in accordance with the following procedures:
 1. A vacancy exists when an officer performing the assignment is permanently transferred, permanently reassigned, resigns, retires, dies, is separated, or when the Department increases the number of officers on a shift.

2. Employees having less than two (2) years of service may be assigned to shifts and assignments within the discretion of management. At the end of two (2) years of service their positions shall be considered vacancies and shall be subject to the procedures of this Article except where an officer has obtained a permanent job reassignment through the blue slip procedure in accordance with the provisions of Subsection 4 of this Section C.
3. Whenever the Department chooses to fill vacancies created as a result of officers completing two (2) years of service, the positions to be filled shall be posted at least ten (10) days before they are permanently filled.
4. Employees with less than eighteen (18) months service shall not be entitled to use the blue slip procedure to bid on a permanent job assignment. Employees with at least eighteen (18) months and less than twenty-four (24) months service shall be entitled to use the blue slip procedure to bid on a permanent job assignment other than a scout car.
5. In addition to the existing procedure for filling job assignments, employees may also submit a blue slip indicating their preference for a shift change. In accordance with present practice, a blue slip that is accepted shall be reviewed promptly to determine if the employee is qualified. When vacancies occur the most senior qualified employee will have his blue slip request honored. All blue slips will expire on October 1 of each year. The blue slip procedure is for the filling of vacancies and no employee may be bumped. The blue slip of an officer requesting a particular assignment on a shift shall be honored before the blue slip of an officer requesting the shift only.
6. In the event of an involuntary reassignment from one shift to another, the officer having the least Department seniority shall be reassigned. This provision shall not affect the Department's right to reassign members in accordance with C.2.
7. Employees transferring into an entity participating in the permanent shift plan, may be initially assigned to shifts and assignments within the discretion of management, provided there are no blue slips on file for the requested shift or assignment. Thereafter, except as limited by the provisions of Subsections 2 and 4 of this Section C., employees may utilize the blue slip procedure in Article 10. C.2.a. While employees shall be entitled to submit a blue slip for a shift or assignment they shall not be eligible to exercise seniority for shifts for a period of six (6) months or assignments for one (1) year. When employees are involuntarily transferred to an entity participating in the permanent shift program they shall not be eligible to exercise seniority for shifts for a period of three (3) months or assignments for six (6) months.

- D. A Joint Labor Management Permanent Shift Committee, consisting of not more than five (5) representatives from the Association and five (5) representatives of the Department shall meet within five (5) working days of the request by either party. The Committee shall meet to discuss issues related to the transition from rotating to permanent shifts and to the implementation and continuation of the permanent shifts concept. The Committee will attempt to resolve any such issues without the filing of a formal grievance with due regard to the fact that in negotiating permanent shifts the parties may not have considered all of the effects of such change and that flexibility is necessary and desirable to ensure that an orderly transition from rotating shifts to permanent shifts is effectuated.
- E. The Panel shall retain jurisdiction over the permanent shift award and, upon the request of either party, for a period of one year after permanent shifts are implemented, shall convene, with substitute delegates if a party so designates, to resolve any dispute concerning permanent shifts which has not been resolved by the Committee.
- F. In the case of a bona fide hardship, reviewed and approved by the Chief of Police or the appropriate Deputy Chief, management may change an employee's shift for a period not to exceed thirty (30) days. No other employee shall be displaced from his shift or assignment as the result of such a reassignment. The Association will be notified of any approved request. This provision shall be applicable not only to those entities participating in the permanent shift plan, but to all assignments on a Department-wide basis.

43. RESIDENCY

All members of the bargaining unit shall be residents of the City of Detroit. Residence shall be construed to be the actual domicile of the member. A member can have only one domicile.

44. OUTSIDE EMPLOYMENT

An employee may engage in outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the employee's duties and responsibilities as a police officer.

Approval for outside business activity or outside employment must be obtained from the Chief of Police, and shall be for a period of one year. The employee may request it be renewed after one year.

Approval will not be granted for an outside business activity or outside employment which would involve more than thirty (30) hours per week of work, or for work in private or personal security or in businesses that are regulated by the Detroit Police Department, e.g., bars, adult movies or adult bookstores, etc.

Approval to engage in outside business activity or outside employment shall not be unreasonably withheld.

45. ADOPTION BY REFERENCE OR RELEVANT CHARTER PROVISIONS, ORDINANCES AND RESOLUTIONS

Except as otherwise provided in this Agreement, the parties further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council relating to the working conditions and compensation of employees are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth. These charter provisions, ordinances and resolutions include, but are not necessarily limited to, the following subject matter:

- A. Hours of work and method of compensation
- B. Overtime payments
- C. Premium payments
- D. Uniforms and equipment
- E. Vacations (furlough and leave days)
- F. Holidays
- G. Non-duty connected illness or disability (sick leave)
- H. Duty connected illness or disability
- I. Retirement System (pension)
- J. Longevity pay

46. POLICE AND FIRE PENSION BOARD

The Board of Trustees shall consist of eleven (11) trustees, as follows:

- A. The Mayor of the City or his/her designated representative, ex-officio.
- B. The President of the City Council or another member thereof elected by the City Council, ex-officio.

- C. The City Treasurer or Deputy City Treasurer, ex-officio.
- D. The Chief of Police or a designated representative appointed to serve in his/her absence, ex-officio. This representative shall be a person in the Police Department and shall serve at the pleasure of the Chief.
- E. The Fire Commissioner or a designated representative appointed to serve in his/her absence, ex-officio. This representative shall be a person in the Fire Department and shall serve at the pleasure of the Commissioner.
- F. Three Fire Fighters who are members of the system to be elected by the Fire fighter members under such rules and regulations as may be established by the Fire Commissioner to govern such elections. Such trustees shall consist of:
 - 1. Two to be elected by and from members holding the rank of Lieutenant (or its equivalent) and lower ranks.
 - 2. One to be elected by and from the members holding rank above the rank of Lieutenant (or its equivalent).
- G. Three Police Officers who are members of the system to be elected by the Police Officer members under such rules and regulations as may be established by the Police Chief to govern such elections. Such trustees shall consist of:
 - 1. Two to be elected by and from the members holding the rank of Lieutenant (or its equivalent) and lower ranks.
 - 2. One to be elected by and from the members holding ranks above the rank of Lieutenant (or its equivalent).

Annual elections shall be held in the Police and Fire Departments during the month of May to elect a trustee to fill the vacancy created by the expiration of a term.

In each such election the members entitled to vote shall be those of classes provided above, the term of whose representative is about to expire. The terms of office for all elected trustees shall be three years. Elected trustees holding office on the effective date of this provision shall serve the remainder of their term.

47. WORK AREAS

The City will provide and maintain safe, clean, sanitary and healthful work premises, facilities and equipment. The City shall have the responsibility and authority first to determine what constitutes

safe, clean, sanitary and healthful work premises, facilities and equipment. Grievances alleging a violation, that is, whether or not the City has provided and maintained safe, clean, sanitary and healthful work premises, facilities and equipment, shall be entered at Step 4 of the grievance procedure and shall be subject to arbitration.

48. DURATION

This Agreement shall remain in full force and effect until June 30, 1998.

IN WITNESS WHEREOF, The parties hereto have executed this Agreement on
this _____ day of _____, 1996.

DETROIT POLICE OFFICERS
ASSOCIATIONS, INC.

CITY OF DETROIT

Thomas A. Schneider, President

Dennis W. Archer, Mayor

Derrick Royal, Vice President

Roger N. Cheek, Director
Labor Relations Division

Chet Opolski
Secretary-Treasurer

Isaiah McKinnon
Chief of Police

Ronald C. Rupert, Sgt. at Arms

Gary K. Dent, Director
Human Resources Director

Richard G. Weaver
Negotiating Committee

Phyllis A. James, Corporation
Counsel - Law Department

John T. Barr
Negotiating Committee

Valerie Johnson, Director
Finance Department

Bernard Cybulski
Negotiating Committee

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF DETROIT
AND
DETROIT POLICE OFFICERS ASSOCIATION

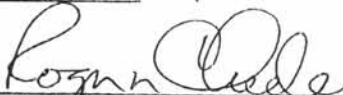
RE: Care of Departmental Dogs

After carefully reviewing and thoroughly discussing the duties expected of DPOA members assigned to care for Department dogs, and in order to assure that said members are fairly and properly compensated in accordance with applicable law and contractual entitlement, the City of Detroit and the Detroit Police Officers Association enter into the following agreement:

1. Members are entitled to compensation for the actual off-duty time spent in the care of Department dogs provided such work is authorized.
2. The parties agree that an average of forty minutes per day is customarily spent on such duties. This time is to be converted at a rate of time and one-half.
3. The parties further agree that it is the prerogative of the Department to determine whether time spent in excess of the above is necessary and whether it shall be performed while the member is on duty or off duty.
4. No time in excess of the above daily limit shall be expended on canine care without the prior approval of an appropriate supervisor.
5. Members shall maintain a record, on the specified form, of the time spent in performance of these duties, and submit the form to the Administrative Sergeant on a bi-weekly basis. This time shall be reported on the bi-weekly Time and Attendance Report as kind-of-time 66, and paid in the manner describe in Article 14 (C) of the D.P.O.A. Contract.
6. This agreement shall be applied retroactively to April 15, 1986.
7. Nothing in this agreement replaces, changes, or modifies any right of either party as established in the Collective Bargaining Agreement.
8. Any member with more than one Department Dog shall receive an additional fifteen (15) minutes per day, per dog. This time is to be converted at a rate of time and one half.

Dated this 24th day of April, 1990.


Thomas A. Schneider, President
Detroit Police Officers Assoc.


Roger N. Cheek, Director
Labor Relations Division

MEMORANDUM OF UNDERSTANDING
Between the
CITY OF DETROIT
and the
DETROIT POLICE OFFICERS ASSOCIATION

RE: IMPLEMENTATION OF ACT 312 AWARD REGARDING GROUP LIFE INSURANCE AND
DEPENDENT LIFE INSURANCE

It is agreed between the City and the Union that the following steps will be used in implementing the Act 312 award regarding group life insurance and dependent group life insurance if applicable:

1. Effective July 1, 1989, all employees will have a minimum of \$35,000 group life insurance entirely paid for by the City regardless of the amounts for which they were previously insured under the group life insurance plan. In no event shall coverage exceed \$35,000 effective July 1, 1989, unless employees had enrolled for coverage exceeding \$35,000 prior to July 1, 1989.
2. Employees who were paying for group life insurance on June 30, 1989 exceeding \$35,000 shall continue to have the additional coverage. Payroll deductions will be made to pay for those amounts over \$35,000.
3. All premiums paid for group life insurance up to \$35,000 and for dependent life insurance, between July 1, 1989, and the date the new program is implemented, shall be refunded to employees or their beneficiaries.
4. Employees and dependents who have died on or after July 1, 1989 shall be covered by the new program.
5. Employees and their dependents who are on a duty disability retirement shall be covered by this program.

Dated this 24th day of April, 1990


Roger N. Cheek, Director
Labor Relations Division


Thomas Schneider, President
Detroit Police Officers Association

SCHEDULE A

<u>District</u>	<u>Precinct/Section/Unit</u>	<u>Number of Stewards</u>	<u>Number of Alternate Stewards</u>
1	Spec. Ops.	2	2
	1st Precinct	3	3
	Arena Detail	1	1
2	2nd Precinct	3	3
3	3rd Precinct	3	3
4	4th Precinct	3	3
5	5th Precinct	3	3
6	6th Precinct	3	3
7	7th Precinct	3	3
	Harbormaster	1	1
8	8th Precinct	3	3
9	9th Precinct	3	3
10	10th Precinct	3	3
11	11th Precinct	3	3
12	12th Precinct	3	3
	Western Precinct Support	1	1
	Northwest Activities Center	1	1

SCHEDULE A
PAGE 2

13	13th Precinct	3	3
	New Center Detail	1	1
14	Communications Operations	3	3
	Narcotics	2	2
	Hdq-B, 1, 2, 3	1	1
	Hdq-4, 5	1	1
	Hdq-7, 8	1	1
	Sex Crime/Armts	1	1
15	36th District Court	1	1
	City-County Bldg.	1	1
	DMPA/Park Building -1	1	2
	Rouge Range		1
	Park Building - 2, 3, 4, 5, 6	1	1
	Commercial Auto Theft	1	1
16	T.S.S.	2	2
	Canine Unit	1	1
	Aviation	1	1
	Mounted Section	1	2
	Public Housing	1	1
	SRT/Crime Lab	1	1
17	Special Crimes	2	2
	ETU/Fleet	1	1
	Communications System	1	1
	TEU/TSU	1	1
	Eastern Precinct Support	1	1
	<u>TOTALS</u>	<u>73</u>	<u>76</u>

EXHIBIT I

COMPENSATION SCHEDULE

Class Code	Title	July 1, 1995		July 1, 1996		July 1, 1997		January 1, 1998	
		Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
33-10-11	Police Officer	\$28,971	\$38,267	\$29,551	\$39,033	\$30,290	\$40,009	\$30,896	\$40,810
33-10-12	Police Officer (hired after 2/20/95)	\$25,000	\$38,267	\$25,000	\$39,033	\$25,000	\$40,009	\$25,000	\$40,810
33-12-11	Communications Officer - Police Officer	\$29,421	\$38,717	\$30,001	\$39,483	\$30,740	\$40,459	\$31,346	\$41,260
33-12-12	Radio Maintenance Officer - Police Officer	\$39,129	\$39,129	\$39,895	\$39,895	\$40,871	\$40,871	\$41,672	\$41,672
33-12-13	Radio Systems & Planning Officer - Police Officer	\$39,834	\$39,834	\$40,600	\$40,600	\$41,576	\$41,576	\$42,377	\$42,377
33-12-15	Assistant Supervisor of Motor Vehicles - Police Officer	\$39,129	\$39,129	\$39,895	\$39,895	\$40,871	\$40,871	\$41,672	\$41,672
33-12-26	Police Data Processing Programmer - Police Officer	\$38,856	\$40,005	\$39,622	\$40,771	\$40,598	\$41,747	\$41,599	\$42,548
33-12-36	Senior Police Data Processing Programmer - Police Lieutenant	\$51,661	\$53,192	\$52,695	\$54,256	\$54,013	\$55,613	\$55,094	\$56,726

STEP INCREMENT SCHEDULE

A. Police Officer hired prior to February 20, 1995:

	July 1, 1992	through June 30, 1995	July 1, 1995	July 1, 1996	July 1, 1997	January 1, 1998
Start		\$27,856	\$28,971	\$29,551	\$30,290	\$30,896
After 1 year		\$29,644	\$30,831	\$31,448	\$32,234	\$32,879
After 2 years		\$31,432	\$32,691	\$33,345	\$34,178	\$34,862
After 3 years		\$33,220	\$34,551	\$35,242	\$36,122	\$36,845
After 4 years		\$35,008	\$36,411	\$37,139	\$38,066	\$38,828
After 5 years		\$36,795	\$38,267	\$39,033	\$40,009	\$40,810

B. Police Officer hired on or after February 20, 1995:

	February 20, 1995	July 1, 1995	July 1, 1996	July 1, 1997	January 1, 1998
Start	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
After 1 year	\$26,788	\$26,788	\$26,788	\$26,788	\$26,788
After 2 years	\$28,576	\$28,576	\$28,576	\$28,576	\$28,576
After 3 years	\$31,316	\$31,807	\$32,062	\$32,387	\$32,654
After 4 years	\$34,056	\$35,038	\$35,548	\$36,198	\$36,732
After 5 years	\$36,795	\$38,267	\$39,033	\$40,009	\$40,810



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