



CONTRACT

Between

**Police Command
Officers Association**

and the

**City of Monroe,
Michigan**

July 1, 1998 to June 30, 2001

Monroe, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

This Agreement entered into this 1st Day of July, 1998* by and between the City of Monroe, a municipal corporation, hereinafter referred to as the "City", and the Monroe Police Command Officer's Association, hereinafter referred to as the "Association".

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 between the City and the Association.

The parties mutually recognize that the responsibilities of both the employees and the City to the public requires that any disputes arising between the employees and the City be adjusted and settled in an orderly manner without interruption of service to the public as provided by law.

- **Arbitration award issued 9-26-00**
- Copy of award to be maintained by each negotiating party.

ARTICLE I
RECOGNITION

A. The City hereby recognizes the **Police Officers Labor Council** of the Monroe Police Command Officer's Association as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to wages, hours and conditions of employment as defined under P.A. 379 of the Public Acts of 1965, as amended.

B. Included in this unit will be all sworn Police Officers of the City below the rank of Deputy Chief, excluding Patrolmen and Corporals.

C. Excluded from the above unit will be the Chief of Police, Deputy Chief, clerical and other non-police supervisory personnel.

D. The term "Command Officer" as used herein shall include all female and male employees represented by the Association as described.

E. City Charter and Code - The City shall provide and make available to the Association a complete, current and up-to-date copy of the City Charter, other City-union contracts and all appropriate code provisions and ordinances at the sole expense of the City; and further, the City shall maintain said code, Charter and ordinances in a current up-to-date manner throughout the life of the Agreement.

F. The City agrees not to negotiate with any organization other than the Labor Council/Association concerning wages, hours or other terms and conditions of employment of members of the bargaining unit for the duration of this agreement.

ARTICLE II

MANAGEMENTS RIGHTS

Section 1:

A. It is recognized that the government and management of the City, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the City, and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility except as limited by applicable law. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: all rights involving public policy, the rights to decide the number and location of work stations, etc., work to be performed within the unit, the right to hire, promote, discharge or discipline for cause and to maintain discipline and efficiency of employees.

B. It is specifically recognized that the City, as employer, has the right to schedule the hours of work of the employees. However, it is further agreed that the City shall publish a schedule of regular shifts in advance of the shift assignment. Such publication to be distributed to the Association or other official means of notice used by the Department.

Section 2: It is further recognized that the responsibility of the management of the City for the selection and direction of the working force including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure, and other express provisions of this Agreement as herein set forth. The City acknowledges and recognizes

its responsibility and obligation to discharge the above mentioned responsibilities specifically including, but not limited to the allocation of overtime in a fair and equitable manner as regards all employees included under this agreement.

Section 3: It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively in the City. It is further recognized that the City may, in lieu of laying off personnel, reassign employees to a different classification, and that the City reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and/or classifications, provided that any employee who is laid off or involuntarily transferred, shall be reassigned to his prior position when such position is next filled. The City agrees to give written notification to the Association whenever a vacated position is not to be refilled within sixty (60) days of the vacancy.

Section 4: The City shall make reasonable provisions for the safety and health of its Command Officers during hours of employment. The City shall specifically provide safe and adequately maintained facilities and vehicles; properly equipped to handle Police operations and assist other City Departments when necessary. The Association and City agree that they will cooperate in encouraging the Command Officers to observe safety and health standards as posted by the City.

Section 5: It is agreed that the foregoing sections are subject to all other provisions of this Agreement which limit or qualify the foregoing, and that the foregoing rights and prerogatives of the City shall not be exercised in a manner violative of any other provision of this Agreement.

ARTICLE III

CHECK OFF OF MEMBERSHIP DUES AND AGENCY SHOP

Section 1: All Police Officers holding rank on or after July 1, 1973, as a condition of continued employment by the City of Monroe shall either:

A. Sign and deliver to the City an assignment authorizing deduction of membership dues of the Association within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later, or

B. Cause to be paid to the Association a representation fee equivalent to the dues of the Association by authorizing the deduction of such in writing within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later, or

C. Cause to paid directly to the Association said representation fee within thirty (30) days of the first date of employment or within thirty (30) days of the date of this Agreement, whichever is later.

In the event that any employee shall fail to comply with either of the three (3) preceding subparagraphs the City, upon receiving a signed statement from the Association indicating the employee has failed to comply therewith, shall immediately notify said employee his services shall be discontinued within thirty (30) days from the date of said notice. The refusal of any employee to contribute fairly to the costs of negotiations and administration of this and subsequent agreements is recognized as just and reasonable cause for termination of employment.

Section 2: The City shall forward to the Association all dues and representation fees deducted from employees pursuant to authorization within thirty (30) days after such deductions have been made, together with a list of names of those employees for whom the deductions have been made.

ARTICLE IV

SALARIES

Section 1: The pay plan will be based on the maximum rate for a Senior Patrolman/Corporal in the City of Monroe. Base refers to the maximum rate for the next lower classification. See Addendum A, B, & C for wages covering this contract.

Section 2: Road Patrol Division

Assistant Shift Commander by rank (Sgt.)
115% of Senior Patrolman/Corporal Maximum

Shift Commander by rank (Lt.)
110% of the rate for Assistant Shift Commander (Sgt.)

Section 3: Investigative Division

Sergeant
115% of Senior Patrolman/Corporal Maximum

Section 4: Support Services Division

Sergeant
115% of Senior Patrolman/Corporal Maximum
Lieutenant
110% of the rate for the Sergeant

Section 5:

A. When an officer is promoted to the rank of Assistant Shift Commander or Sergeant, he or she shall receive the following:

Start to six (6) months probation	-	105% of Base
Beginning the 7 month to 12 months	-	110% of Base
Beginning the 13 month and after	-	115% of Base

B. When an officer is promoted to the rank of Lieutenant, he or she shall receive the following:

Start to six months probation	-	105% of Base
Beginning the 7 month and after	-	110% of Base

ARTICLE V

PROMOTIONS

Section 1: All Sergeants , who are beyond their six (6) month probationary status shall be eligible to compete for the position of Lieutenant. In the event fewer than three Sergeants apply for and complete the promotional process, Sergeants who have not completed their six (6) month probationary status and Corporals at the time of the posting shall be eligible to compete for the position of Lieutenant. Effective date of award 09/26/2000

Section 2: All Lieutenants , who are beyond their six (6) month probationary status shall be eligible to compete for the positions above the rank of Lieutenant. In the event fewer than three eligible candidates apply for and complete the promotional process, Lieutenant's who have not completed their six (6) month probationary status and Sergeants who have completed their six (6) month probationary status at the time of the posting shall be eligible to compete for the position above the rank or Lieutenant. Effective date of award, 09/26/2000

Section 3: All promotions of these Command positions will be done under the provisions of the Charter and the Rules and Regulations of the Civil Service Commission of Monroe, Michigan.

Section 4: The Oral Board shall consist of at least three (3) persons from the fields of law enforcement, criminal justice, or public safety, none of whom is employed by the City or County of Monroe.

Section 5: Once a successful applicant for promotion to a higher classification in the unit has been determined, in accordance with applicable Civil Service procedures, the applicant shall be awarded the position within ten (10) days after such determination has been made.

Pending completion of the procedure for permanent promotion to the position, the position may be filled as needed by temporary assignment of eligible applicants on a rotational basis.

ARTICLE VI

GRIEVANCE PROCEDURE

A grievance is a dispute between the parties concerning the meaning, application or interpretation of this Agreement and shall be settled in accordance with the procedure set forth below. Time limits specified may be extended or waived by mutual agreement. Failure of either party to respond as prescribed in the Grievance Procedure shall render, ipso facto, a decision favorable to the opposite party. It is agreed that no incident occurring prior to the signing of this Agreement will be a matter of grievance under the provisions of this Article.

Section 1:

STEP 1: Any employee having a grievance shall first take up the matter with his immediate supervisor. The employee may have a designated Association representative present. If not settled, it shall be reduced to writing and signed by the employee, the President or his designated representative and submitted to the Deputy Chief of Police within five (5) working days of its occurrence or at the time when the employee learned or should have learned of the occurrence. Failure to file the grievance on time, the matter will be considered closed.

STEP 2: The written grievance will then be discussed between the employee, the Grievance Committee, and the Deputy Chief of Police within five (5) days after receipt, then within five (5) working days (excluding Saturdays, Sundays and holidays) the Deputy Chief of Police will give his decision in writing.

STEP 3: In the event the grievance is not settled in STEP 2, the Association within five (5) days may request a meeting to discuss the matter between the Association and the Chief of Police. The decision of the Chief of Police will be in writing within five (5) working days.

STEP 4: In the event the grievance is not settled in STEP 3, it may, within five (5) working days after the decision in STEP 3, be submitted to the Director of Personnel and Labor Relations by the Association. The decision of the Director of Personnel and Labor Relations shall be given in writing within five (5) working days (excluding Saturdays, Sundays and Holidays) after receipt of the grievance.

STEP 5: In the event that a grievance concerning - discipline involving suspension from duty or discharge - is not settled in Step 4, it may, within five (5) working days after the decision in Step 4, be submitted to the City Manager. The City Manager upon review of the grievance shall render a decision within five (5) working days (excluding Saturdays, Sundays and Holidays) after receipt of the grievance.

STEP 6: If the STEP 5 answer fails to resolve the grievance the Union shall have ten (10) days from receipt of the STEP 5 answer to submit the grievance to Arbitration. The parties have agreed to a permanent panel of Arbitrators who will be selected in successive order on a rotating basis. The permanent panel is as follows:

1. Ms. Ruth Kahn
2. Mr. Mario Chiesa
3. Mr. Barry Brown
4. Mr. Thomas Roumell

Section 2: Arbitrator Powers

A. The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement.

B. The arbitrator shall have the authority to rule on all grievances which may arise under this Agreement.

C. The arbitrator's decision shall be final and binding on all parties.

D. The expense of arbitration shall be shared equally between the City and the Association.

Section 3:

A. An employee or a member of the Grievance Committee having a grievance shall first gain permission from his supervisor before leaving his job to contact the Association.

B. No employee shall be disciplined without just cause.

C. Any grievance involving discharge must be filed in writing within five (5) working days with the Director of Personnel. The Director of Personnel shall render a decision within five (5) working days of its receipt.

D. Any employee who is reinstated after discharge shall within fourteen (14) days be returned to duty with the Monroe Police Department at the same rate of pay or as may be agreed to by the parties, or as may be determined by the Arbitration Panel, pursuant to the grievance procedures hereinbefore set forth.

E. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

F. An agreement reached between the City and the Association as to the resolution of a grievance or dispute is binding on all employees affected and cannot be changed by an individual.

G. Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Association and the City.

Section 4: A copy of any written record reflecting upon the capability of professional employment of the Officer that is placed in his or her personnel record must be sent to the Officer and the Association.

Section 5: It is further specifically agreed that an Officer of the Association shall have the right to be present, if requested by the employee, on any occasion in which the Chief calls a member of the Association for a conference, which in any way or manner is in reference to the performance of professional duty or performance of the member of the Association, or which in any respect has reference to his wages, hours of work or other conditions of employment of the member of the Association. It is understood that the employee has the right to be present at any and all formal grievance proceedings involving him unless mutually agreed that he not be present for a specific phase of the proceedings.

ARTICLE VII

GENERAL

Section 1: Seniority

Seniority is defined as an employee's most recent period of unbroken, continuous service with the Police Department of the City of Monroe. Employees shall not attain department seniority until completion of the required initial probationary period, at which time department seniority shall relate back to the commencement of the most recent period of continuous employment with the Police Department.

Seniority will be determined first by rank, then time in rank, and lastly by department seniority (date of hire). If all this is equal the position on the promotion list (numerical ranking) will prevail.

Seniority only serves as a qualification for benefits as expressly provided for in this Agreement.

Section 2: Termination of Seniority

An employee shall have his/her seniority rights and his/her employment terminated if:

- A. he/she quits;
- B. he/she retires or is retired;
- C. he/she is discharged for just cause;
- D. he/she is absent for three (3) consecutive work days without notifying the Chief of Police, unless he/she was physically unable to give such notice or to have someone to give such notice on his/her behalf or due to other emergency circumstances;

- E. he/she is absent for three (3) consecutive workdays without a reason satisfactory to the Chief of Police for such absence;
- F. he/she falsifies a material fact on his/her application for employment or gives a false reason to obtain a leave of absence;
- G. he/she fails to report for work upon termination of any leave of absence;
- H. he/she fails to report for work from a layoff after being notified to report to work within 10 days;
- I. he/she is on medical leave of absence for a period of more than one (1) year, except by mutual agreement of the City and the Union.
- J. he/she works for another employer while on any leave of absence, unless such employment is mutually agreed to in advance.

Section 3: Lay-Off

If for any reasons of economy, it shall be deemed necessary by the City to reduce the number of sworn members of the Police Department, then the City shall follow the following procedure:

Lay-offs shall be accomplished by suspending in numerical order commencing with the last sworn employee appointed to the Police Department, until such reductions shall have been accomplished.

Further, if the Police Department shall again increase its strength or an opening becomes available due to retirement, death, etc., Police Officers suspended (laid-off) last under the terms

of this Article shall be first reinstated before any new appointments to the Police Department shall be made. The City will give one (1) week's notice to the employee at his last known address regarding reinstatement to the Police Department.

The employee must make known his desire to return to the Police Department within three (3) days of notification. Application of the above time limits can be waived or extended due to extenuating circumstances.

Section 4: Duty Equipment - Firearm

The City shall provide each Police Officer with a handgun for use in the performance of his duties. The City shall train and instruct officers in the proper use of such weapon. All Officers shall qualify in the use and handling of such handgun or any other weapon as assigned. Records shall be kept by the Department of all actions involving such weapons.

Section 5: Personnel Files

Whenever disciplinary action resulting in a written reprimand is taken, such written reprimands shall be signed by the employee involved. All written disciplinary records shall be expunged from the employee's personnel file after a period of twelve (12) months from the date of occurrence, unless additional progressive discipline has been imposed during that period of time. Personnel files shall be maintained and shall be opened to inspection by all employees upon request, within reasonable notice. No additional personnel files may be maintained by any other supervisory employee other than the Director of Personnel and Labor Relations. The provisions of Public Act #397 of the Public Acts of 1978, as amended, are hereby incorporated by reference and apply except where superseded by this Article.

Section 6: Tuition Reimbursement

Employees covered by this Agreement are eligible for Tuition Reimbursement as outlined below. All previous tuition reimbursement programs, forms and conditions will be null and void upon the ratification of the Agreement between the parties.

A. Off-the-Job Training

Employees who desire to pursue education during non-working hours, the following procedures shall apply:

1. The employee must obtain approval from the Department Head and Personnel Director or his designee well in advance of enrollment in classes, i.e., school. A written request detailing courses or subject areas shall be accompanied by a signed tuition reimbursement agreement form. Upon approval of the curriculum or course of study, notification will be sent to the employee.
2. Education must be obtained at an approved or accredited college, university, secondary school, business institute or school.
3. The employee must receive the following passing grade or grades for the percentage of tuition reimbursement:
 - a. Undergraduate payments change to:
A, B or C = 100%; D or below,
including drop or withdrawal = no
reimbursement.
 - b. Graduate level - A or B = 100%; C
or below = no reimbursement.
4. Upon completion of the course or semester, the employee shall then submit an original or copy of his official grade(s) along with his tuition

receipt of payment to the Personnel Department. The Personnel Department will then process the request and the employee will receive reimbursement. In order to receive reimbursement, an employee must complete the class or semester and submit a passing grade. No reimbursement shall be made for withdrawal or dropped classes previously approved.

- B.** It is mutually understood and agreed that any employee who voluntarily leaves City employ to take a new position elsewhere shall re-pay the sums reimbursed within the twelve (12) month period immediately preceding the last day of employment. (This language in Item B is the basis for the tuition reimbursement form being signed by the employee.)

- C.** Seminars - Work related are covered in Section 6 of this Article.

Section 7: Seminars and Police Related Matters

- A.** The Employer subject to budget limitations and with the approval of the Chief of Police shall pay enrollment costs to all Officers desiring to attend seminars on police related matters.

- B.** Any Officer required to attend seminars on police related matters will suffer no diminution or loss in pay for said attendance, and in addition to, they will be compensated for registration fees and reasonable expenses in accordance with City policy.

- C. Meal Reimbursement when Officer is out of town on official business for three (3) hours or more, i.e.:

Training
Court Appearance
Transport of Prisoners
Meetings
Seminars

Amount of Reimbursement:

Breakfast - \$3.00 **change to \$6.00 allowable Max**
Lunch - \$6.00 **change to \$12.00 allowable Max**
Dinner - \$9.00 **change to \$18.00 allowable Max**
(Receipts must be submitted)

***Change to take affect on July 1, 1998.**

- D. The Department also covers officer expenses when an officer is out of town on Official Department business. The following items are reimbursed, i.e. Parking fees, Mileage - unless a departmental vehicle is furnished; at established City rate, lodging and tuition when necessary.

Section 8: Leave of Absence

In addition to other leaves of absence previously mentioned in this contract, an employee (Officer) desiring a leave of absence without pay from his employment (assignment) must secure written permission from the Chief of Police. The initial leave of absence shall be for thirty (30) days and may be extended in thirty (30) day increments to a maximum of ninety (90) consecutive days. Permission for extension must be secured from the Mayor and Council. If conditions persist so that an employee needs a further extension, he/she must request it in writing to the above Mayor and Council for review and approval. All written requests shall be forwarded by

the Chief of Police to the Personnel Department. It is understood that during the period of absence, any employee should not be engaged in work. Any leave of absence taken shall not be considered as time worked for in accruing such credits as vacation, sick leave, holiday pay or longevity. Failure to comply with this provision may result in the complete loss of seniority rights for the employee involved.

Section 9: Assignment Bidding

Assignment Bidding will be done once a year. All jobs will be posted for a minimum of 10 days. Posting will be May 1st of each year, assignments will be effective July 1st. School liaison, and the Narcotic Unit jobs are exempt from the job bidding procedure. School Liaison and Narcotic Unit positions will be filled at the discretion of the Chief. Posting for newly created positions or vacancies will be done when the position is created or the vacancy occurs within 10 days. Assignments will be by seniority if qualified. If there are no bidders for a position the Chief will assign the least senior member to the position if qualified.

Section 10: Shift Preference - Road Patrol

The following language is taken from the #312 Arbitration Award issued October 15, 1990. The Award was made for the Patrolman's Association, the Command Officer's Association had agreed to implement the outcome of the award to settle their position on shift preference.

Employees shall be allowed to select their shift assignment based upon their seniority. Shift selection application shall be submitted to the Chief not more than four (4) weeks nor less than two (2) weeks prior to the shift change periods. Shift change periods shall be January 1, May 1, and September 1 of each years.

Officers shall be permitted to trade shifts with timely notice and approval of the Chief of Police or his designated representative. Overtime or premium pay shall not be created by the voluntary exchanging of shifts by employees.

The current week and days off schedule shall continue.

ARTICLE VIII

HOURS OF WORK

Section 1: Personnel will be permitted to exchange days off providing such exchanges do not interfere or conflict with normal operation of the Department, provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Chief of Police or his authorized representative.

Section 2: Nothing contained in this Article shall be construed as to inhibit the Chief of Police from making such orders as are necessary to insure adequate shift strength.

A. Command Officers normal work week shall consist of five (5) eight (8) hour days.

B. Work scheduled beyond eight (8) hours per day or forty hours (40) hours per week will be compensated at the rate of one and one-half (1-1/2) times the employee's hourly rate of pay, except those hours beyond forty (40) or eight (8) in a day or week that is created by regular scheduled double backs due to shift changes.

Section 3: Court Time

A. An employee who is scheduled for court time or a Civil infraction at a time other than his normally scheduled duty hours shall be compensated at the rate of one and one-half (1-1/2) times his basic normal rate for the time worked with a minimum of two (2) hours when such court time is in the District Court.

B. An employee who is scheduled for court time at a time other than his normally scheduled duty hours shall be compensated at the rate of one and one-half (1-1/2) times his basic

hourly rate for the time worked with a minimum of four (4) hours when such court time is in Circuit Court.

C. If an employee who is scheduled for court time either immediately before his shift starts or immediately at the termination of his shift, there shall be no minimum time required and such employee shall be compensated at the rate of time and one-half his hourly rate for overtime hours beyond his normally scheduled duty hours.

D. Any employee required to attend any civil, circuit, federal or probate court on any matter resulting from his performance as a Police Officer in the City of Monroe shall not suffer any diminution of pay as a result thereof. In addition to the above, the City of Monroe shall reimburse reasonable expenses such as meals and lodgings when an employee is required to travel either out of the city limits or out of the State of Michigan, upon receipt of an itemized expense statement and the return of subpoena fees, expense fees and costs to the City. In all cases resulting in a member being required to attend court as a result of a duty related incident the member will be paid in accordance with "B" of this section.

E. **Jury Duty** - When an employee is called for jury duty and serves on such duty, he shall suffer no loss of pay for time spent on jury duty. In order to assure the no loss of pay provision, the employee shall return to the City Treasurer any monies, except fees for travel/mileage, paid by court while serving as a juror.

Section 4: Overtime

A. Payment for overtime shall be at the rate of one and one-half (1-1/2) of the Officer's current hourly rate for all work done in excess of eight (8) hours per day or forty (40) hours per week. **Such calculations are to include time spent by Officers attending**

mandatory or Employer-authorized training, as well as any related travel time, in excess of eight (8) hours per day or forty (40) hours per week. * (Effective date of award 9/26/00) The above provision is excepted by the time beyond eight (8) hours in a work day or forty (40) hours in a work week which is caused by regular scheduled double backs.

B. Every shift shall be headed by a Uniform Command Officer (rank of Sergeant or above); assignment shall be the responsibility of the Chief of Police or his designee.

C. In the event that it is necessary to work overtime, for the purpose of having a Uniform Shift Commander, Lieutenants will be given first preference to the available time. Should no Lieutenant wish to work the overtime, or are otherwise not available at the time of need, Sergeants will then be sought to work overtime. Off-duty Uniform Command personnel shall be given preference when overtime to be worked is five (5) hours or more.

D. Overtime necessity shall be determined by the administration of the Police Department.

E. If voluntary overtime fails, reverse seniority will be implemented to accomplish mandatory overtime; i.e., junior or least senior Sergeant, upward.

F. In the event that sufficient Uniform Command Officers cannot be obtained the Department shall implement the use of Non-uniform Command Officers.

G. If overtime occurs in the dispatch operation, it shall be offered to Uniform Sergeants before Lieutenants.

H. Overtime shall be available to direct areas of replacement; i.e., Command for Command, Patrol Officers for Patrol Officers.

I. Scheduled overtime will be distributed as equitably as possible, taking into consideration the separate and distinct divisions. Distribution will be made, taking into consideration the divisions where the need exists, rank, seniority of the member, and overtime accumulation:

1. Road Patrol Division
2. Investigative Division
3. Support Services Division

The overtime accumulation posting will include all premium (time and one-half), overtime worked and refused by each Officer.

All but the following overtime will be added to a Command Officer's overtime accumulation:

1. Court Time
2. Holiday Overtime, per M.P.C.O.A. contract
3. Training (overtime)

A new member entering the M.P.C.O.A., the new member shall be assigned an overtime accumulation that is the average of the members within the division to which he has been assigned.

J. Report-time Pay

The City of Monroe and the Monroe Police Command Officers Association hereby agree that the two (2) hours report-time pay shall be paid to any member of the Association if said member is requested, volunteers or is ordered to work overtime if such overtime is requested by

direct order or on a voluntary basis within twenty-four (24) hours of the commencement of said overtime.

Overtime requests upon members prior to twenty-four (24) hours in advance of said overtime shall not receive the two (2) hours report-time pay.

Officers who may have their shift extended in order to provide assistance and coverage for social events or parades shall not receive report-time pay as long as the order is made more than twenty-four (24) hours in advance of such event.

However, if an Officer is ordered or volunteers to work such an event on his schedule leave day, for that shift he shall receive the two (2) hours report-time pay.

For all time worked during this report time, said employee shall be paid one and one-half (1-1/2) times the rate for his regular shift in addition to his report-time pay.

Section 5: Union Time

A. Meetings agreed to by the parties for the purpose of contract administration, grievance administration and communications shall be compensated for at straight time hourly rates for those Officers who are required to attend at times other than during their regular scheduled shift.

B. The Association and the City of Monroe agree to name negotiators and mutually agree on the number of members for each negotiating team.

ARTICLE IX

UNIFORM CLEANING AND ALLOWANCE

Section 1: Cleaning and uniform maintenance allowance shall be \$585.00 per year.

The payment of this benefit shall be determined by the City.

Section 2: All Officers in the Non-uniform division will be allowed a yearly allowance for clothes as defined by Department policy. The yearly amount shall be \$550.00 per year.

Section 3: The uniform shall be furnished to the Officer on an as-needed basis. There shall be an allotment provided in a special account of Five Hundred and Fifty Dollars (\$550.00) per year for this purpose. An employee requesting credit from this account shall make the request through the Chief of Police and credit to draw from that account will be provided to the employee to obtain the necessary uniforms. Items of police equipment and apparel will be approved by the Chief.

ARTICLE X

FRINGE BENEFITS

Section 1: Holidays

A. The following days shall be recognized and observed as paid holidays for the Command bargaining unit:

- | | |
|---------------------------|---------------------|
| 1. New Year's Day | 8. Veteran's Day |
| 2. Martin Luther King Day | 9. Thanksgiving Day |
| 3. President's Day | 10. Mayor's Day |
| 4. Good Friday | 11. Christmas Eve |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. New Year's Eve |
| 7. Labor Day | |

Command Officer's will be paid in a lump sum for the above Holidays at 156 hours at their hourly rate of pay. This initial payment will occur in the first practical pay period after June 30, 1998. Holidays are to be deemed "Regular" work days during which time Command Officers will be assigned to work unless not scheduled or on a paid leave day; i.e. vacation, sick or Personal. The request for time off must be approved by the Chief of Police or his designee, proper charge for time off shall be recorded.

B. Command Officers are permitted lunch at home on the Holidays listed below. Selection of lunch will be seniority with senior members having first selection, but not eligible for prime hours (7:00 a.m. - 8:00 a.m. and 2:00 p.m. - 3:00 p.m. - both weeks).

Lunch Breaks: Day Shift -

One (1) Hour Lunch: Sundays

Holidays -

New Year's Day
Memorial Day
Independence Day
Labor Day

Two (2) Hour Lunch:

Thanksgiving Day
Christmas Day

Section 2: Personal Leave Days

All Officers will be granted five (5) days during each year of this Agreement to be used as either personal leave days or vacation days. These days, if used as personal leave days, shall not be chargeable to either accumulated sick leave or accumulated vacation days. In order to use such personal leave days, requests must be made in writing to the Chief of Police or his designee at least seventy-two (72) hours in advance of the expected leave day. An Officer who notifies the Chief of Police at least one (1) week in advance of a desired personal leave day will receive a response with seventy-two (72) hours of such notice. Exceptions to the above may be made in cases of bonafide emergencies. If a Command Officer does not use the total amount of Personal days during the contract year (July 1 to June 30) then those days not used shall be placed in the employee's vacation carry over bank so long as he does not exceed the normal allotted carry over. The amount being no more than the total of two (2) years earned. Those Personal Leave Days added to vacation day accumulation lose their identity as personal leave days and become vacation days.

Section 3: Longevity Pay

The City shall provide a longevity pay plan and payments annually in the following manner:

After 1 year to 5 years	No Payment
After 5 years to 10 years	\$30.00*
After 10 years to 20 years	\$35.00*
After 20 years	\$40.00*

(* = Times Years of Service)

**** Increase Effective July 1, 2000**

The City of Monroe between December 1st and December 15th of each year shall issue special payroll checks to all employees eligible for the above longevity pay plan. The City shall continue all current administrative procedures regarding the longevity pay plan.

Section 4: Vacation Leave

A. The City shall provide vacation leave to each employee in the following manner:

1. Employees who have completed one (1) year of service but less than five (5) years of service shall be granted **twelve (12) days vacation leave without loss of pay.***
2. Employees who have completed five (5) years of service shall be granted **twelve (12) days vacation leave plus one day (1) for each year of service after five (5) to a maximum of twenty-two (22) days vacation leave.* Increase in vacation effective July 1, 1998.**

B. It is further agreed that the City shall maintain all current administrative practices and procedures in reference to vacation leave.

C. When an employee requests a vacation at least six (6) weeks in advance of his desired vacation time off, his request will be answered within one (1) week. Requests for vacation made on shorter notice will be answered when and as circumstances permit. Once an employee's requested vacation has been approved, it may not be rescheduled without his consent, except in the event of emergency requiring cancellation of leaves.

Section 5: Sick Leave and Unscheduled Absences

Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employees.

A. The amount of sick leave credit shall not exceed twelve (12) days per year for each employee. The accumulation of sick leave credit shall not exceed one hundred (100) days for any employee.

B. The employee shall be paid fifty percent (50%) of unused sick leave time during the year, and such payment shall be made at the first pay period of the succeeding year. Further, the employee shall accrue and shall accumulate sick days to a maximum of one hundred (100) days and notwithstanding the fact that he had been paid for the said unused sick days.

C. Officers who leave on-duty assignments due to illness will be charged sick time until the end of the shift and subtracted from that years earned sick time.

D. Retirement Bonus Payment

An employee who retires under the provisions of the City Pension Fund or retires for health reasons prior to his or her normal retirement or dies, shall receive upon termination a sum equal to the amount paid to the employee which he or she received as sick leave bonus during their employment with the City.

E. All paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. Sick leave shall be computed from the first full working day of the employee.

F. Sick leave shall not be charged for absences due to on-the-job injuries covered by workmen's compensation.

G. A certificate of illness or injury from a physician may be required as evidence of illness or disability before compensation for the period of illness or disability is allowed and shall be mandatory if the illness or disability exceeds three (3) working days. If such a certificate of illness is to be required, the City shall specifically order the employee to present himself to a physician for examination and obtain said certificate. The City may require a medical certificate before an employee is allowed to return to work after a sick leave of ten (10) days or longer. The City further shall have the option to conduct a medical examination of the employee at the City's own expense before the employee is allowed to return to duty. Abuse of sick leave privilege or falsification of illness or disability will result in disciplinary action up to and including discharge.

H. There shall be no duplication of charging sick leave pay; that is to say the sick leave will not be charged against both the current year's accrual and the prior year's accumulation. If the employee has a prior year's accumulation, that will not be charged unless the current year's accrued sick leave is insufficient.

I. Sick leave credits will not be allowed when absence is due to the use of narcotics or intoxicants (unless medically prescribed), misconduct or any illness or injury incurred while gainfully self-employed or employed by other than the City.

J. Any employee who becomes ill and is unable to report to work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor

on duty not later than one-half (½) hour before starting time of his particular shift on the first day of his absence and daily thereafter if not hospitalized or sick leave pay will not be allowed.

K. If the employee so elects, after all accrued sick leave is used, vacation leave and personal leave days may be used for sick leave benefits.

L. When an employee receives his last check for sickness or disability, he will be placed on leave without pay for a period not to exceed one (1) year or for the total amount of his seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work his employment shall be terminated in accordance with existing policies, rules, regulations, statutes and ordinances.

M. Employees shall receive credit for a month worked for every month in which they work or receive compensation for ten (10) work days. Time lost by an employee by reason of absence without pay or time otherwise not worked or paid for, shall not be considered in computing earned credits for sick leave.

Section 6: Emergency Leave

A. In the case that a member of the immediate family, as defined herein, is admitted to a hospital with a condition classified as "critical" or "serious", the employee may be granted a leave of absence with pay for a period not to exceed three (3) days upon the approval of the Chief of Police.

B. Bereavement Pay

In addition to the emergency leave, an employee may be granted a leave of absence with pay in case of a death in the immediate family provided that he notify the Chief prior to the date of the funeral. The maximum duration of such bereavement leave shall be five (5) days in case

of the death of the employee's spouse, child, step-children, brother, sister, parent or parent-in-law; three (3) days in case of the death of the employee's grandchildren; and one (1) day in case of the death of any other member of the immediate family.

C. Should a death in his immediate family occur while an employee is on a scheduled vacation leave he shall be eligible to receive these benefits, provided that he notify the City prior to the date of the funeral.

D. Immediate family shall be defined to include wife, husband, child, brother, sister, parent and parent-in-law, grandparents, spouse's grandparents, step children, and brothers and sisters of spouse.

E. Emergency leave and bereavement leave shall be in addition to other types of leave to which the employee is entitled.

F. The above provisions shall specifically apply also to brothers and sisters of employee's spouse, however, the periods referred to in "A" and "B" above shall be limited to one (1) day.

Section 7: Family and Medical Leave

A. **Eligibility.** A leave of absence shall be granted to seniority employees of the City of Monroe for the following reasons:

1. Because of the birth of a child and in order to care for such child after delivery;
2. Because of the placement of a child with the employee through adoption or foster care assignment;

3. In order to care for a spouse, child or parent because of a serious health condition; or
4. Because of a serious health condition (including a disability caused by pregnancy) that makes the employee unable to perform the functions of the position of the employee.

B. Definitions. For purposes of this Section, "serious health condition" shall have the same meaning as set forth in the Family and Medical Leave Act of 1993 and regulations thereunder.

C. Period of Leave. An employee taking a leave of absence under this Section may be absent for a total of twelve weeks in any twelve month period. In addition, under extenuating circumstances, an employee taking a leave of absence under sub-section 12 above, additional leave (compensated or uncompensated) may be granted in the appointing authority. This additional leave time shall not exceed twenty-six weeks, as permitted in Article X, Section 9. The City reserves the right to require a medical examination by a physician appointed by the City or to require a physician's certificate to support the need for a leave, or an extension of such a leave. In the event of a disagreement between two doctors, those doctors shall appoint a third doctor whose conclusion shall be binding.

D. Notice. The employee shall give the City thirty days advance notice of a request for leave of absence. However, if the need for a leave of absence is not foreseeable, the employee shall give the City as much advance notice as possible.

E. **Compensation.** Leave taken under Section 7 may be charged first to accumulated and earned sick leave and, if this is insufficient, vacation time may be used. Leave taken under Article X, Section 7 may be charged to accumulated and earned vacation time. If the employee exhausts his/her earned and accumulated sick leave banks, the remainder of the leave shall be unpaid. The employee shall accumulate service credit and seniority during the full period of paid leave.

F. **Return from Work.** An employee who returns to work upon the expiration of the leave of absence shall be returned to his/her position. An employee who has taken a leave under sub-section 7 may qualify for return to work upon submission of physician's release to work. In the event of a dispute over the employee's ability to return to work, the provisions of sub-section 7 shall apply.

Section 8: Hospitalization Insurance

A. The City shall provide and pay the premiums for hospitalization coverage or an employee and his/her eligible dependents comparable or no less than to the Blue Cross - Blue Shield group coverage MVF-1 plus all riders in effect on July 1, 1980. The riders in effect were: VST, FAE, and Reciprocity and any other riders on or added since July 1, 1980. The City shall specifically have the unilateral right to increase benefit coverage. The City of Monroe presently is self-insured for its hospitalization program and uses Pension & Group Services as its third-party administrator.

B. Prescription Drugs

The City shall also provide and pay the premiums thereon a prescription or drug coverage for all employees active or retired. Co-payment for generic drugs will be

\$3.00; co-payment for "brand" name (non-generic) will be \$10.00; co-payment for mail order will be \$3.00 (plus shipping). * Dispense as written language removed effective date of award 09/26/00.

C. Dental Insurance

The City shall also provide a dental plan for the members of the Command Officers Association and their dependents. Plan basics include: No deductible plan; Class I benefits which will be referred to as Class IA, shall be increased to 100% coverage - Diagnostic and Preventative Services: Oral Examinations, Cleaning, and Flouride Solution; Emergency Palliative: Temporarily Alleviate Pain and Discomfort; Radiographs: X-Rays. The remainder of Class I to be Class IB covering Oral Surgery, Restorative and Endodontics shall remain at 50-50 payment; \$800.00 orthodontics, lifetime maximum; \$800.00 maximum benefit, every contract year. The plan is administered and provided by Delta Dental.

D. In the case of retired employees, each retiree shall sign annually an affidavit that he or she is not employed full-time. Failure to report such or falsify such records, the retiree shall forfeit the above mentioned benefits.

E. Indemnity Pay

When an employee receives his or her last regular pay check while on Sick Leave, they will receive Indemnity Pay of no less than 40% of their weekly compensation for twenty-six (26) weeks or any amount increased to any bargaining unit. For purposes of computation, only the employees weekly salary will be considered.

For Hospitalization changes affecting this contract see Pension (Addendum "E").

Section 9: Life Insurance

The City of Monroe shall provide life insurance in an amount equal to the employee's annual salary, rounded down to the nearest \$1,000.00, to a maximum of \$50,000.00 to each employee. The coverages are doubled in the event of accidental death.

Section 10: Gun Proficiency Allowance

All Police Command Officers shall be paid a Gun Proficiency Allowance once per year for qualifying with their weapon. This amount shall be paid in the first practical pay period in October. The amount paid and qualifying scores are:

<u>Qualifying Score</u>	
After October 1991 - \$300	210

ARTICLE XI

DUTY DISABILITY

Section 1: A "Duty Disability Leave" shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City, covered by Michigan Workmen's Compensation Act.

Section 2: In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his immediate supervisor, who shall note same in writing, and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

Section 3: Employees on duty disability leave shall accrue sick leave in the same manner as other employees and shall continue to accumulate holiday pay in the same manner as other employees.

Section 4: All full-time permanent employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

A. First seven (7) calendar days - City will pay the employee his regular pay (exclusive of shift differential or work premium) for the working days falling within the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "duty disability leave", which is limited to the working days in the first seven (7) calendar days only.

B. After seven (7) calendar days, payment shall be governed by the regulations of the Workmen's Compensation Act, in such cases, the following shall apply:

1. For the first twelve (12) months of such leave, an employee shall receive a regular payroll check for the difference between the Workmen's Compensation and his normal bi-weekly payroll check (exclusive of shift premium and other work premium).
2. Thereafter, if the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between his Workmen's Compensation check and his normal bi-weekly payroll check (exclusive of shift differential and other work premium) to the extent of the accrued sick leave only.

C. After fourteen (14) days continuous absence, Workmen's Compensation will reimburse the employee at the standard Workmen's Compensation rate for the first week's absence previously paid by the City. The employee shall immediately reimburse the City upon receipt of such payment.

D. An employee who is being treated for a duty disability injury may be treated for such injury during regular working hours, and will be compensated at his regular rate of pay. He shall report promptly to work once the appointment is completed.

E. If the City offers favored employment to an individual on duty disability, which employment the attending physician deems the employee capable of performing without future injury to the employee, and should said employee refuse such favored employment on the date of such refusal the employee shall only receive the appropriate amount of Workmen's Compensation as his duty disability pay.

ARTICLE XII

STRIKES AND LOCKOUTS

The Association agrees that it will not call, authorize, sanction or participate in any strike, work stoppage, work slowdown or so-called "blue flu" or create or cause any reduction of essential services during the term of this Agreement. The occurrence of any such acts or actions prohibited in this Section or prohibited by the Public Employment Relations Act of the State of Michigan shall be deemed a violation of this Agreement by the Association. The Association agrees that the City in the first instance has a power to make appropriate preliminary investigations regarding any alleged violations of this Article, and it is specifically agreed and understood that the Association has the right to present opposition to the contesting of opposition in the form of contesting fact of willful neglect of duty, failure to perform, absence, "blue flu" and so on. It is specifically agreed that any disciplinary action taken under this Article is subject to the Grievance Procedure.

The City agrees that it will not engage in any lockout of the bargaining unit employees during the term of this Agreement, and the occurrence of such lockout shall be deemed a violation of this Agreement.

ARTICLE XIII

COMPLAINT INVESTIGATIVE PROCEDURE

A. When any complaint or charge shall be brought against an employee under such circumstances that if a fact alleged to be true, the employee would be guilty of the commission of a crime or offense under state or federal law or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint:

1. The employee shall be immediately advised that he has the right to counsel before making any statements, written or oral, before the employee is interrogated or required to make any statement.
2. The employee shall be advised that he need not make any statement except upon written order of the department, the violation of which would constitute grounds for disciplinary action by the department.
3. The employee shall be given a summary of the charges against him which summary shall specifically set forth the name of the complainant, the time, date and place of the alleged offense and a description of the complaint or offense allegedly done by the employee.
4. The order and the statement shall be considered a private record and shall not be made available except under judicial subpoena to any other agent or agency without the consent of the employee.

B. It is understood that no examination, questions or interrogation by mechanical (i.e., polygraph or lie detector) or chemical (i.e., sodium pentothal or truth serum) means for any reason will be requested or ordered to be taken by an employee.

Nothing in the foregoing procedure shall limit the right of the Department to sue such statement for departmental disciplinary purposes.

ARTICLE XIV

RESIDENCY

Section 1: Command Officers with a seniority date prior to July 1, 1974 shall not be required to change residence nor suffer any penalties as a result of their residency. The policy in effect prior to July 1, 1974 which was that employees could live outside the city limits of Monroe, but within a five (5) mile perimeter and shall be allowed to move in or out of the city limits within that perimeter without restriction provided the City is notified of their residency change, shall be maintained throughout the life of this Agreement. The present Council policy is as defined in Ordinance No. 77-014.

Section 2: Effective January 1, 1986 all new members of the Command Officers Association are eligible to reside in the residency area so designated in the map appearing in the appendix section. (See Map Appendix)

Effective March 10, 2000 and after arbitrator Sugarman's award issued 09/26/2000, Residency has been established by State of Michigan Legislative Act No 212, Public Acts of 1999, Senate Bill 198.

ARTICLE XV

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment in effect at the execution of this Agreement, except as improved herein, shall 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.

This Agreement shall supersede any existing rules and regulations inconsistent herewith. The Parties acknowledge the following (benefits) practices which have been in place for Officers of this Unit.

ARTICLE XVI

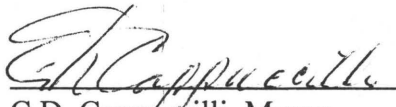
DURATION OF AGREEMENT

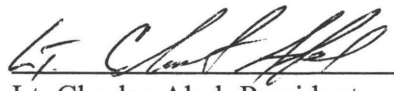
This Agreement shall be effective 12:01 a.m. on the 1st day of July 1998 and expiring 11:59 p.m. on the 30th day of June 2001 provided, however, that all the provisions herein shall continue to operate unless notice of the termination or of desire to modify or change this Agreement is given in writing by either party at least sixty (60) days before the expiration date.


The parties, in recognition of the fact that vital services are involved, agree that this contract shall remain in full force and effect until a new contract is negotiated, signed and ratified by the parties hereto:

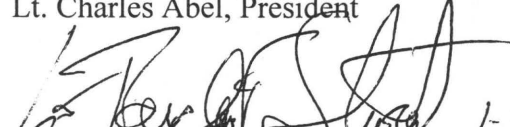
CITY OF MONROE:


MONROE POLICE COMMAND OFFICER'S ASSOC.:


C.D. Cappuccilli, Mayor


 1-3-01
Lt. Charles Abel, President



Robert A. Hamikon, City Manager

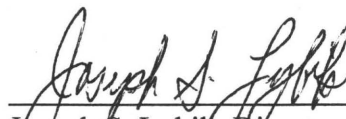
 1-4-01
Lt. Barclay Stewart, Vice-President


Alan D. Frank, Chief of Police

(Retired)
Sgt. Thomas Jenkins, Secretary Treasurer


Charles D. Evans, Clerk/Treasurer

 1-3-01
Lt. Dan Richards, 4th Negotiator


Joseph S. Lybik, Director of Personnel
and Labor Relations

 11/3/01
Danny Bartley, P.O.L.C Representative

ADDENDUM "A"

COMMAND ASSOCIATION

Section 7: Salary Rates Schedule effective from **July 1, 1998 through June 30, 1999:**

A. Sergeant

1. Start to six (6) months probation
Annual \$45,290.33
Hourly Rate \$21.7742
2. Beginning the 7 month to 12 months
Annual \$47,445.63
Hourly Rate \$22.8104
3. Beginning the 13 month and after
Annual \$49,603.01
Hourly Rate \$23.8476

B. Lieutenant

1. Start to six (6) months probation
Annual \$52,083.82
Hourly Rate \$25.0403
2. Beginning the 7 month and after
Annual \$54,562.56
Hourly Rate \$26.2320

ADDENDUM "B"

COMMAND ASSOCIATION

Section 7: Salary Rates Schedule effective from **July 1, 1999 through June 30, 2000:**

A. Sergeant

1. Start to six (6) months probation
Annual \$46,535.84
Hourly Rate \$22.3730
2. Beginning the 7 month to 12 months
Annual \$48,750.42
Hourly Rate \$23.4377
3. Beginning the 13 month and after
Annual \$50,967.07
Hourly Rate \$24.5034

B. Lieutenant

1. Start to six (6) months probation
Annual \$53,516.11
Hourly Rate \$25.7289
2. Beginning the 7 month and after
Annual \$56,063.07
Hourly Rate \$26.9534

ADDENDUM "C"

COMMAND ASSOCIATION

Section 7: Salary Rates Schedule effective from **July 1, 2000 through June 30, 2001:**

A. Sergeant

1. Start to six (6) months probation
Annual \$47,815.66
Hourly Rate \$22.9883
2. Beginning the 7 month to 12 months
Annual \$50,090.98
Hourly Rate \$24.0822
3. Beginning the 13 month and after
Annual \$52,368.58
Hourly Rate \$25.1772

B. Lieutenant

1. Start to six (6) months probation
Annual \$54,987.71
Hourly Rate \$26.4364
2. Beginning the 7 month and after
Annual \$57,604.77
Hourly Rate \$27.6946

ADDENDUM "D"

CITY OF MONROE

TENTATIVE AGREEMENT

**FOR SETTLEMENT OF ACT 312 ARBITRATION
CONCERNING RETIREMENT PLAN ISSUES
FOR POLICE AND FIRE UNITS**

MAY 2, 1989

(1) Effective January 1, 1988, amend retirement plan provisions for police and fire units to provide annual benefit increases for future retirants and their beneficiaries of 2% of the original retirement amount for each year after the first year of retirement: provided inflation (as measured by the COI) has been at least that much. The amount of supplemental retirement benefit generated by this escalator will be reduced by any amount received by the retirant from the Reserve for Retired Life Benefit increases (13th Check Program), pro-rated over the next 12 months. Also amend plan to provide for employee's contribution before taxes, as permitted by I.R.C. Section 414(h), and increase amount of employee's contributions to 9% of pay before taxes.

(2) Eliminate annuity withdrawal for new hires effective on ratification. For present employees, effective January 1, 1993, if the employee elects annuity withdrawal, he may not also elect health insurance coverage for dependent children upon retirement.

(3) Effective July 1, 1989, the Health Insurance Plan provisions of the collective bargaining agreements covering the police and fire units will be amended to add the following cost containment features:

- a. Pre-admission certification and concurrent review for any non-emergency hospital stay.
- b. Mandatory second opinion for any non-emergency surgical procedure involving a surgeon's fee of more than \$500. Need not confirm need for surgery, but failure to comply results in only 50% of normal benefits.

c. Outpatient treatment for certain specified procedures.

(4) Add health insurance coverage for dependent children of future retirants effective upon ratification.

(5) Pensions closed for negotiations until January 1, 1994.

(6) Above is contingent on IRS approval of amendments to retirement plan.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDENDUM "E"

PENSIONS

This section is intended to detail the changes that took effect as a result of the Pension negotiations between the City of Monroe; Monroe Firefighter's Association and Monroe Patrolman's and Command Association in 1988 & 1989. The changes are retroactive to January 1, 1988 and were agreed to by the Parties on May 2, 1989. These are the major points of agreement between the Parties:

- A.** The benefit provisions to the members of the benefit Group Police/Fire are effective for all members who retire on or after January 1, 1988.
- B.** The Amount of retirement benefit for each person described in Paragraph A shall be redetermined annually on the anniversary of retirement.
- C.** The redetermined amount shall be the original monthly amount payable at retirement increased by 2% for each whole year of retirement. Increases do not compound. (See Letter dated May 14, 1990 - Addendum)
- D.** The redetermined amount shall be reduced (but not below the original monthly amount) by any amount received from the Reserve for Retired Life Benefit Increases prorated over 12 months.

Items A through D are intended to simplify the language of paragraph (1) as it appears in the original agreement of May 2, 1989. The following are the direct language from that agreement:

1. Eliminate annuity withdrawal for new hires effective on ratification. For present employees, effective January 1, 1993, if the employee elects annuity withdrawal, he may not also elect health insurance coverage for dependent children upon retirement.

2. Effective July 1, 1989, the Health Insurance Plan provisions of the collective bargaining agreements covering the Police and Fire units will be amended to add the following cost containment features:
 - a. Pre-admission certification and concurrent review for any non-emergency hospital stay.
 - b. Mandatory second opinion for any non-emergency surgical procedure involving a surgeon's fee of more than \$500. Need not confirm need for surgery, but failure to comply results in only 50% of normal benefits.
 - c. Outpatient treatment for certain specified procedures.
3. Add health insurance coverage for dependent children of future retirants effective upon ratification.
4. Pensions closed for negotiations until January 1, 1994.
5. Above is contingent on IRS approval of amendments to retirements plan.

E. Final Average Compensation includes base salary, longevity, holiday pay, Payment for Gun Allowance, Uniform Cleaning, Overtime pay **and the value of eighteen (18) unused sick days ***, but does not include unused sick or vacation payment. The value of the eighteen (18) unused sick days shall be equal to the sick pay bonus paid to the retiring officer in his/her last three years. Copy of Arbitrator Sugerman's decision and explanation attached to this addendum ***This change takes effect July 1, 1998.** The benefit formula is 2.5% of Final

Average Compensation for the first 25 years and 1% per year for each year over 25 years of service. Participants contributions have been increased to 9% pre-tax.

The preceding Labor Agreement July 1986 to June 1989 contained Pension changes involving benefit formula, contribution rates for members of Police and Fire Units, a definition of Final Average Compensation and re-opening date.

F. Retirement at age fifty (50) with twenty-five (25) years of service remains as was previously negotiated. Reference 1977 collective bargaining agreement.

G. Final average compensation to be determined by the average of the highest three (3) yeas of the last ten (10) years of total compensation. Reference 1977 collective bargaining agreement.

H. Effective January 1, 1982, the City shall provide hospitalization coverage for new retirees and spouse at minimum retirement from the Police and Fire Departments. If the retiree desires coverage for other dependents still under his care, he shall bear that cost. If the cost of dependents coverage dictate an increase or decrease in those premium rates, then payment adjustments will be made at that time. Coverage for the retiree and spouse will be at the regular employee levels until the retiree is covered under Medicare. If the retiree and spouse are covered under Medicare, then the City will provide supplemental coverage as required.

In the event that a retiree obtains employment elsewhere after his retirement where hospitalization is provided, the City shall not provide coverage while the retiree is so employed. The retiree will yearly provide the City with an update on his status.

Upon termination of subsequent employment, the retiree, after giving notice to the City, will resume with the City retiree hospitalization insurance in effect at the time of return.

Also, if the employee (retiree) is employed long enough to obtain a pension and health insurance as provided, equal or greater than that provided to the retiree as a City retiree, the City will have no liability for hospitalization insurance.

Upon death of the retiree, the City's obligation shall continue until the death or remarriage of the spouse.

I. Members of the Police and Fire units of the City of Monroe retiring during the effective period of this contract pursuant to Sections 11, 12, or 13 of Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

1. The effective date of retirement.
2. The effective date of benefit commencement.
3. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event that more than three (3) members exercise this option during a calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This agreement applies only to contributions made on account of employment with the City of Monroe. Contributions, if any, applied to the purchase of military service or to service under another retirement system are specifically excluded from this agreement.

J. As a result of the #312 Award in June, 1996, the Command Officers received the following:

- A. Reduction in contribution from 9% to 6%.**
- B. Escalator for post-retirement benefit increases to 3% from 2% non-compounding.**
- C. Multiplier - no change.**

K. During the negotiations that ended November 17, 1997, the parties agreed to the following changes:

January 1, 1998 change multiplier to 2.5% for all years to a maximum benefit of 80% of F.A.C. (Command Officers Only)

Effective with ratification Command Officers will be able to participate in the #457 Deferred Compensation Program administered by the employer.

DONALD F. SUGERMAN, J.D.
ARBITRATOR

1965 TUCKAWAY DRIVE
BLOOMFIELD HILLS, MICHIGAN 48302-1779

FAX NO.
TELEPHONE
(248) 626-1207

(248) 626-7420

October 26, 2000

Joseph S. Lybik, Dir. Personnel & L/R
City of Monroe
120 E. First Street
Monroe, MI 48161

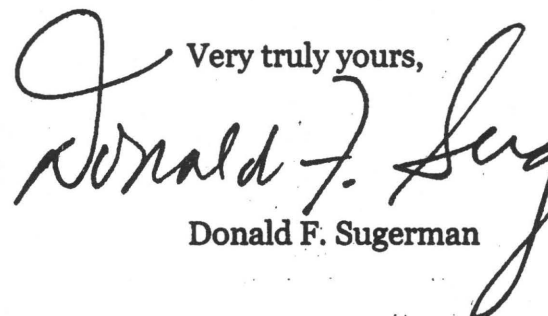
Danny Bartley, Staff Rep.
P.O.L.C.
667 E. Big Beaver Road Ste. 205
Troy, MI 48083

Re: City of Monroe/POLO
MERO NO. D98 A-oo43

Dear Messrs. Lybik and Bartley:

Mr. Lybik telephoned me on October 13th stating that a question has arisen between the City and the Union regarding Item No. 2—Pension Benefits of the Award. He asked me for clarification. That is the purpose of this letter. Before the Award, paid, unused sick days were not included in FAC for computing pension benefits. Effective July 1, 1998, FAC will now include the value of a retiree's paid, unused, sick days. A command officers earns 12 sick days per year. The City pays 1/2 of the unused sick days each year. Thus, an officer who uses none of the 12 days will have the value of 6 paid days added to his FAC for each of the three years of the computation, a total of 18 days. By way of further example, a command officer retires on July 1, 2001. He used 2, 4 and 6 sick days in the years July 1, 1998, 1999 and 2000, respectively. He was paid for 5, 4 and 3 days for those years (1/2 of the remaining 10, 8 and 6 days). He would be credited with an amount equal to the unused sick pay he received for each of those years, a total of 12 days. These are the mechanics of how I understood the Union's proposal was to operate and the basis upon which its LOS was accepted. Thanks for your able assistance in this case.

cc: Dennis B. DuBay, Esq.
Timothy J. Dlugos, Esq.

Very truly yours,

Donald F. Sugerman

ADDENDUM F

DRUG TESTING POLICY

I. PURPOSE

The purpose of this order is to provide all sworn officers with notice of the provisions of the departmental drug testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that Justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an officer's physical and mental health and, thus job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees.

II. DEFINITIONS

A. Sworn Officer. Those officers who have been formally vested with full law enforcement powers and authority. The terms "sworn officer" and "officer" shall include all Sergeants, Lieutenants and other members of the Command Officers' unit.

B. Supervisor. Those sworn officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work

element.

C. Drug Test. The compulsory production and submission of urine and/or blood, in accordance with departmental procedures, by an officer for chemical analysis to detect prohibited drug usage.

D. Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an officer. These facts or inferences would lead the reasonable person to suspect that the officer is or has been using drugs while on or off duty.

E. MRO - Medical Review Officer. The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an officer's test results in conjunction with his or her medical history and any other relevant biomedical information.

IV. PROCEDURES/RULES

A. GENERAL RULES

The following rules shall apply to all officers, while on and off duty:

1. No officer shall illegally use, possess or sell any controlled substance.
2. No officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:
 - (1) note from the prescribing doctor;
 - (2) copy of the prescription;
 - (3) show the bottle label to his immediate supervisor.

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
5. Any officer having a reasonable basis to believe that another officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of sworn officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his designee, when one of the following occurs:
 - a. A refusal to participate;
 - b. Reasonable suspicion;
 - c. The Medical Review officer determines that an officer's drug test was positive.)

B. APPLICANT DRUG TESTING

1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
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 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

C. RIGHT OF INSPECTION

All property owned and/or controlled by the city, including lockers, desks or other property issued to an employee, is subject to City inspection at any time as there is no expectation of privacy.

D. TESTING STANDARDS

Sworn officers will be required to take drug tests as condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. A drug test will be administered as part of any promotional physical examination required by this department.
2. A drug screening test shall be considered as a condition of acceptance to the narcotic Unit.

Furthermore, the members of the narcotic Unit may tested randomly at least once every six months and also when an officer leaves the unit.

3. The Employer may order a Sworn Officer to submit a drug test when there is reasonable suspicion that the Sworn officer is or has been using illegal drugs or prescription drugs in violation of this policy. Reasonable suspicion may be based upon, for example, among other things, direct observation of use and/or the physical symptoms of having used drugs, a pattern of abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, and on-the-job injuries or accidents, indictment for a drug-related offense, and/or newly-discovered evidence that the employee has tampered with a previous urine sample and/or drug text.

4. A Sworn officer's failure or refusal to submit to a drug test as directed by the Department or the alteration or substitution of a specimen shall be a violation of this drug testing policy and shall result in discipline up to, and including, discharge.

E. DRUG USE DETERMINATION

The determination that an employee uses illegal drugs may be made on the basis of direct observation, confirmed results of the Department's drug testing program, the employee's own admission or other appropriate basis.

F. PENALTY

Violation of any provision of this drug testing order shall be grounds for -disciplinary action. Discipline shall be administered as set forth in the Code of Conduct and Rules and Regulations for the Monroe Police Department and further defined in the Department's Policies and Procedures, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

G. DRUG TESTING PROCEDURES

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug test shall require positive identification from each officer to be tested before the Officer enters the testing area.
3. In order to prevent a false positive test result, a pro-test interview shall be conducted by testing personnel to ascertain and document the officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an officer enters same in order to document that the area is free of any foreign substances. Authorized testing personnel may:
 - a. Control the test area to ensure that samples have not been hidden for a substitution;
 - b. Prohibit the carrying of purses, bags, luggage, briefcases, or other containers into the test area;
 - c. Prohibit the wearing of coats and/or jackets into the test area; and

It is recognized that the city has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the employee's right of privacy is guaranteed, and in no circumstances may observation take place while the employee is producing the urine specimens. If it is established that the employee's specimen has been intentionally tampered with or substituted by the employee, the employee

is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the City so that another specimen can be collected without undue delay. The clinic shall also immediately notify the MRO.

5. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The officer shall be permitted no more than two (2) hours to give a sample. During that time, the officer shall remain in the testing area, which shall remain under the observation and control of the clinic personnel. Direct observation of the officer producing the sample is prohibited. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.

6. Urine in excess of the first 60ml shall be placed in a second container by authorized testing personnel. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. If an employee is told that the first (1st) sample tested positive, the employee may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated, approved laboratory of the parties, choice for Gas Chromatography/Mass Spectrometry (GC/MS) confirmatory testing of the presence of the drug. If the Officer requests a second test, he/she shall simultaneously pay to the City the cost of the second test. The Officer may be suspended without pay once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the officer will be reimbursed for the cost of the second (2nd) test and for all lost time.

7. All specimen samples shall be sealed, labeled, initialed by the officer and laboratory technician, and checked against the identity of the officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

H. DRUG-TESTING METHODOLOGY

1. The testing or processing phase shall consist of:

- a. Initial screening test;
- b. Confirmation test--if the initial screen testing is positive.

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.

5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

a. Initial Test Standards

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether negative or positive for these classes of drugs:

<u>Analyte</u>	SKBL Initial Test Level <u>(ng/ml)</u>
Marijuana	50 ng/ml
Cocaine	300 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	1000 ng/ml

Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for detection of specific drugs of special concern.

b. Confirmatory Test Standards

All specimens identified as positive on initial screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques and by quantitative analysis at the cutoff levels listed below:

<u>Analyte</u>	SKBL Initial Test Level <u>(ng/ml)</u>
Marijuana	15 ng/ml
Cocaine	150 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	5 ng/ml
Amphetamine	500 ng/ml

I. CHAIN OF EVIDENCE – STORAGE

1. Each stop in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored

until all legal disputes are settled.

J. DRUG TEST RESULTS

All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the officer's job duties

ADDENDUM "G"

TENTATIVE AGREEMENT

August 19, 1992

- I. Old Contract
- II. Duration:
 - A. Non-economic - 3 years
 - B. Wages & Fringes - reopener on both wages and fringes the second year of the agreement for the remainder of the agreement.
- III. Following:
 - A. Dispatch Overtime - as Tentatively agreed on August 19, 1992.
 - B. Temporary Positions - As proposed by Union changed to 45 days and at top rate after 6 months.
 - C. Assignments - Unions Proposal with deletion of detective Sergeant position and inclusion of sentence stating that language does not supersede Article II, Section 3.
 - D. Personal Days - Chiefs memo of May 20, 1992, regarding policy for vacation days and personal leave days is rescinded. For the duration of the new agreement the parties will abide by the practices as carried out prior to May 20, 1992.
 - E. Grievance Procedure
 - Step one - submit to Chief - Chief has 10 days to respond.
 - Step two- Personnel

Step two and one-half - Personnel and F.O.P.

Step three - Arbitration using list of arbitrators. To be developed later.

F. Court Time - Same as Patrol

G. Hospitalization - Inclusion of non-substantive language discussed earlier.

H. Wages: It is understood that the patrol has been offered 3%.

For the Union:

For the City:

Sgt. Sam Kacher

Date: 8/19/92

Jospeh S. Lybik

Date: 8/19/92

Sgt. Dan Bert

Date: 8/19/92

Hendrik Kanavel, Chief Date 8/19/92

Richard Ziegler, F.O.P.

Date 8/19/92

LETTER OF UNDERSTANDING

This letter reflects certain understandings relating to the implementation of shift premium benefit applied in the collective bargaining agreements with the Monroe Patrolman's Association and the Monroe Police Command Officer's Association. The payment of shift premium was awarded to the Patrol Association in a #312 Award in June, 1997. The Command Association negotiated the premium with the City in November, 1997.

The procedure for applying the appropriate rate of shift premium entails simply paying the shift premium, if any, during an officers initial shift. Thus, an officer working the day shift (no premium rate) held over to the afternoon shift would receive no premium pay. An officer working the midnight shift (premium rate) held over to the day shift would continue to receive the midnight premium rate even though additional hours fall during the day shift. An officer working the day shift (no premium rate) who is scheduled to start work in the midnight shift hours (premium pay) adding to the officers regular day shift hours would receive the midnight shift premium rate. Thus, the shift premium is determined by an officers start time for work (See Attachment "A" for additional examples).

An officer working outside of his normal assigned schedule will be paid the shift premium, if any, appropriate to the start time of the scheduled overtime. Overtime compensation includes 1-1/2 times the hourly shift premium for each overtime hour worked calculated separately by the City.

Department start times are defined as:

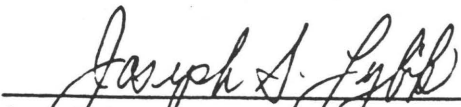
Day Shift -	5:00 a.m. - 12:59 p.m.
Afternoon Shift -	1:00 p.m. - 8:59 p.m.
Midnight Shift -	9:00 p.m. - 4:59 a.m.


Shift premium is paid only for hours worked as described herein. Shift premium does not apply to training time, court time, vacation time, personal time, holiday pay (day off), bereavement leave or any lump sum payments, excluding retroactivity awards.

Accounting calculations relating to portions of an hour worked will be applied without change common to the present practices of the City and the appropriate collective bargaining agreements.


Alan D. Frank, Chief of Police


Charles F. McCormick, III, MPCOA


Joseph S. Lybik, Director of Personnel


Daryl B. Tamsen, MPA

Shift Premium – EXAMPLES

Attachment A

Example one

Day Officer: starts work at 7:00a.m. works through 8:p.m.

Compensation: 8 hours regular pay - 5 hours overtime pay - no premium rate

Example two

Afternoon Officer: starts work at 3:00p.m. works through 4:00a.m.

Compensation: 8 hours regular pay + afternoon shift premium- 5 hours overtime pay + afternoon shift premium (1-1/2)

Example three

Midnight Officer: starts work at 11:00p.m. works through 11:00a.m.

Compensation: 8 hours regular pay + midnight shift premium- 4 hours overtime pay + midnight shift premium (1-1/2)

Example four

Day Officer: off duty scheduled to return for additional duty starts at 9:00p.m. works through 5:30a.m.

Compensation: 0 hours regular pay – 8.5 hours overtime pay + midnight shift premium (1-1/2)

Example five

Afternoon Officer: off duty scheduled for additional duty starts at 12:30p.m. works through 3:00p.m.

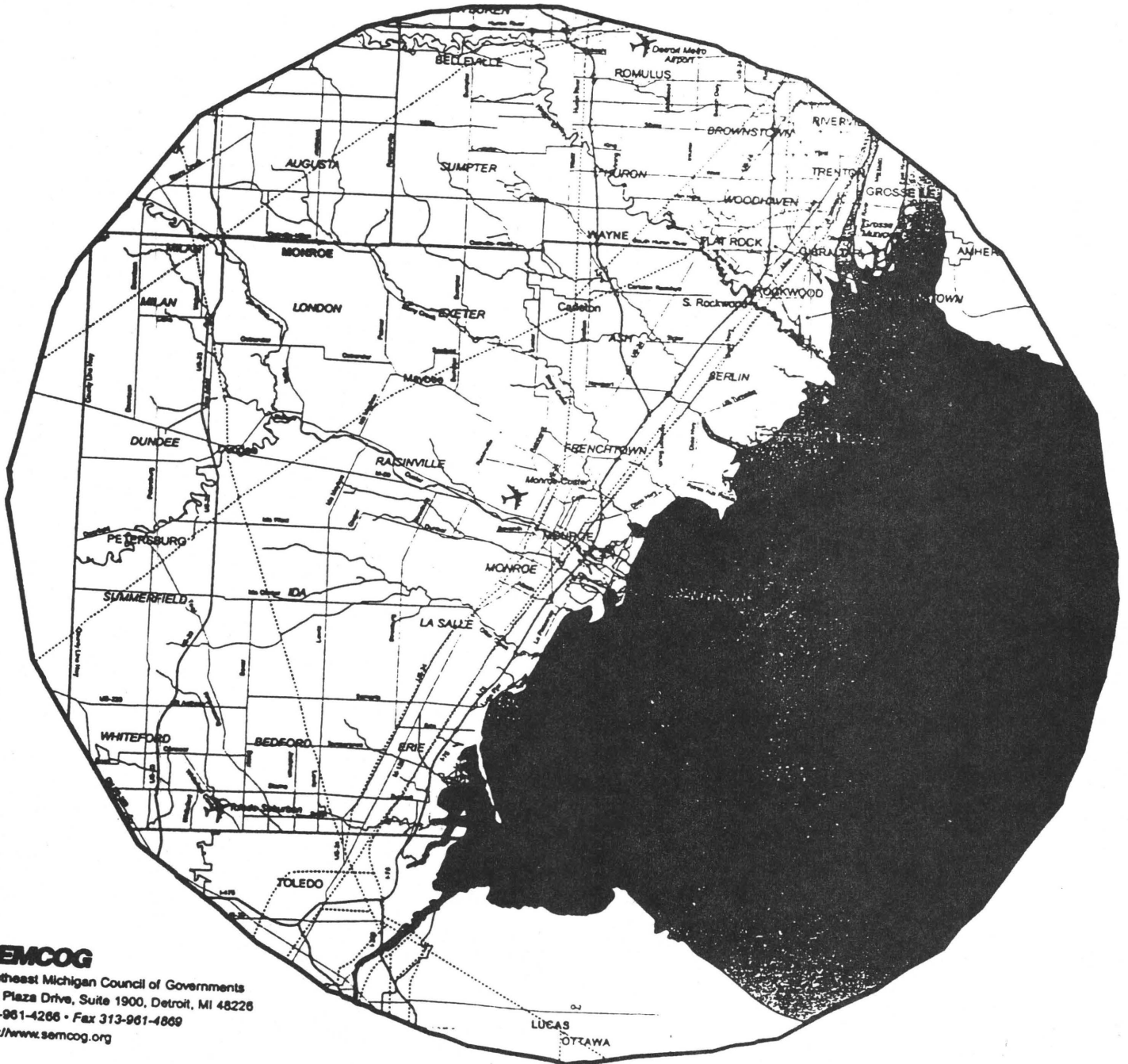
Compensation: 0 hours regular pay – 2.5 hours overtime pay + no premium rate

Example six

Afternoon Officer: off duty ordered to return for additional duty starts at 3:00p.m. works through 7:30p.m.

Compensation: 0 hours regular pay – 2 hours call in (report) pay - 4.5 hours overtime pay + afternoon shift premium (1-1/2)

City of Monroe 20 Mile Buffer



SEMICOG

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