

2005 - 2008

COLLECTIVE BARGAINING AGREEMENT

CITY OF TROY, MICHIGAN

and

TROY POLICE OFFICERS ASSOCIATION

*Council Res.
2005-10-4*

CONTRACT PREAMBLE

Law Enforcement Code of Ethics

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

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

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

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

By agreement of the parties, the Law Enforcement Code of Ethics is not a provision or article of this contract, but is included herein to remind all who read this document of the dedication, responsibility, accountability, and professionalism required of and displayed by the membership of the Troy Police Officers Association.

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1. AGREEMENT

THIS AGREEMENT is hereby entered into this 17th day of **October, 2005** by and between the City of Troy, a Michigan Municipal Corporation (hereinafter referred to as the City or the Employer), and the Troy Police Officers Association (hereinafter referred to as the Association).

2. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms with respect to rates of pay, wages, hours of employment, and other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City of Troy in its capacity as an employer, its employees, the Association, and the citizens of the City of Troy, Michigan.

3. RECOGNITION

- A. Pursuant to and in accordance with all applicable provisions of Act 366 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive bargaining representative for all sworn officers below the rank of Sergeant for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement.
- B. Employees shall have the right to join the Association to engage in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection.

4. NON-DISCRIMINATION

- A. The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion, or political affiliation.
- B. The Employer will not interfere with the right of the employees to become members of the Association and shall not discriminate against any employee because of membership in the Association.

5. AGENCY SHOP

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as a condition of continued employment, to continue membership in the Association for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members at the time it becomes effective, but who join after the effective date of this Agreement, shall, as a condition of continued employment, continue membership in the Association for the duration of this Agreement.

- C. Employees hired, rehired, reinstated, or transferred into the Police Department as a sworn officer below the rank of Sergeant after the effective date of this Agreement shall be required, as a condition of continued employment, to become members of the Association for the duration of this Agreement before the 30th day of their employment or pay the required service fee.
- D. An employee who shall tender the periodic dues or service fee uniformly required as a condition of requiring or retaining membership shall be deemed to meet the conditions of this section.
- E. Employees shall be deemed to be members of the Association within the meaning of this Section if they are not more than thirty days in arrears in payment of their membership dues or fees.
- F. The Association shall protect, indemnify, and save harmless the Employer from any and all claims, demands, suits, and other forms of liability which arise from action taken by the Employer for the purpose of complying with the language of Article 5 of this Agreement.

6. ASSOCIATION DUES

- A. Employees may tender membership dues by signing the Authorization Check-Off of Dues Form.

Check-Off Forms:

During the life of this Agreement in accordance with terms of the form of Authorization for Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-Laws of the Association from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction.

AUTHORIZATION FOR PAYROLL DEDUCTION

BY: _____
 (Please Print) Last Name First Name Middle Name

Classification _____ SSN _____

To _____
 Employer

Effective _____, I hereby request and authorize you to deduct from my earnings each pay period a sufficient amount to provide for the regular payment of dues.

 Signature of Employee Date

- B. Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments, or any other deductions not in accordance with his provision. Any dispute arising as to an employee's compliance with this section shall be reviewed by the designated representative of the Association and, if not resolved, may be decided at Step 2 of the grievance procedure.
- C. A properly executed copy of such Authorization for Check-Off of Dues Form for each employee for whom Association membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues Forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues Form which is incomplete or in error will be returned to the Association Treasurer by the Employer, forthwith.
- D. Check-Off deductions under all properly executed Authorization for Check-Off of Dues Forms shall become effective at the time said form is tendered to the Employer and shall be deducted from each pay period thereafter.
- E. The Association will provide to the Employer any additional Authorization for Check-Off of Dues Forms under which Association membership dues are to be deducted.
- F. In cases where a deduction is made that duplicates a payment that an employee has already made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and By-Laws, refunds to the employee will be made by the Association.
- G. Deductions for any calendar month shall be remitted to the designated financial officer of the Association by the 5th day of the month following the month in which the deductions are made. The Employer shall furnish the designated financial officer of the Association with a list of employees for whom the Association has submitted signed Authorization for Check-Off of Dues Forms and for whom deductions have been made. Subsequent lists will be furnished by the Employer when changes are made in the list of employees.
- H. Any dispute between the Association and the Employer which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues Form shall be reviewed with the employee by a representative of the Association and a designated representative of the Employer. Should this review not dispose of the matter, the dispute may be referred to the grievance procedure, whose decision shall be final and binding on the employee, the Association, and the Employer. Until this matter is resolved, any dues deductions shall be held in an escrow account.
- I. The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liabilities by reason of action taken for the purposes of complying with Section 6 of this Agreement.

7. THE MAINTENANCE OF CONDITIONS

The City shall make no changes contrary to the provisions of this Agreement in wages, hours, or conditions of employment. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement. This Agreement shall supersede any rules and regulations governing the Police Department which are in conflict with the provisions of this Agreement.

8. MANAGEMENT'S RIGHTS

Management's Rights: Subject only to the seniority rules, grievance procedures, and other express provisions of this Agreement as herein set forth, the following management's rights are reserved for the Employer:

- A. It is recognized that the management of the City of Troy, the control of its properties, and the maintenance of order and efficiency is the sole responsibility of the Employer. Other rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which, but by no means wholly inclusive, are the right to decide the number and location of work stations, work to be performed within the unit, amount of supervision necessary, the training necessary and those employees who are to receive said training, the equipment used, methods and schedules of work, and the selection, processing, designing, engineering, and control of all equipment and materials. The City and the Union agree to seek compliance with requirements of the ADA through mutual agreement if needed during the contract period.
- B. It is further recognized that it is the responsibility of the Employer for the selection and direction of the working forces, 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 other legitimate reasons.

9. NO STRIKE

- A. Under no circumstances will the Association cause, authorize, or permit its members to cause nor encourage any member of the bargaining unit to take part in any strike, sit-down, stand-in, slowdown or curtailment of work, restriction of production or interference with the operation of the Employer during the term of this Agreement or during any period of time when negotiations are in progress for the continuance or renewal of this Agreement. In the event of a work stoppage, curtailment, or interference thereof, it is recognized that the Employer shall not be required to negotiate on the merits of the dispute until all such stoppages or curtailments have ceased.
- B. In the event of a work stoppage or other curtailment, the Association and the Employer shall immediately instruct the involved employees in writing, with a copy to the Association and the Employer, that their conduct is in violation of the contract, and that they may be disciplined, and further shall instruct all persons to immediately cease the offending conduct.
- C. The Employer shall have the right to discipline any employee who instigates, participates in, and/or gives leadership to any activity herein prohibited.
- D. The Association will not officially support strikes of any other labor organization by picketing or demonstrating publicly on City property.

10. ASSOCIATION BUSINESS

- A. The Association shall be represented in all contract negotiations by a committee composed of five members of the Association.
- B. On-duty officers who are members of the committee shall be permitted to represent employees at contract negotiation meetings with the Employer without loss of pay or benefits.
- C. Each regular shift of uniformed officers shall have a shift steward. Any member of the Association not assigned to uniformed duty shall be represented by an officer of the Association or the on-duty steward.
- D. An on-duty officer who is a steward or, in his absence, an officer of the Association and who is representing an involved employee(s) shall be permitted to attend grievance meetings with the Employer, arbitration hearings, or Act 78 disciplinary hearings without loss of pay or benefits.
- E. The Employer shall provide each member of the Association with a copy of this labor agreement.
- F. On-duty officers may be released from duty to attend Association meetings when, in the judgment of the Shift Commander, the release of these officers will not hinder the effectiveness of the Department. The number of on-duty officers to be allowed to attend the meetings shall be determined by the Shift Commander, and those officers released shall be subject to immediate assignment when, in the judgment of the Shift Commander, their services are needed.

The request for such release of on-duty officers shall be made in writing to the Office of the Chief of Police at least fourteen (14) days prior to the date requested.

- G. The President of the Association or the President's designated representative, shall be given time off to attend Act 78 meetings and arbitration hearings, or portions thereof, when the meeting or hearings, or a portion thereof, are related to issues regarding the Troy Police Officers Association or a member of the Association. With the approval of the Chief of Police, up to 100 hours of additional time may be granted each year to attend Association Conferences, conventions and/or other matters.

Requests for such time off shall be submitted to the Chief of Police or his designated representative at least 48 hours in advance (unless the purpose for absence is an emergency) of the time requested and shall be approved provided that no additional personnel expense is incurred by the City.

- H. The Employer agrees to furnish a bulletin board for the posting of notices of Association meetings and social activities. Other material may be posted if approved by the Chief of Police.
- I. The Association President or his representative may, during working hours, without loss of time or pay, investigate and present grievances in accordance with the grievance procedure. Permission for his release must be secured from his supervisor. This privilege shall not be abused or interfere with vital police services.

11. SPECIAL CONFERENCES

- A. In the event there are grievances or other matters to be considered, a special conference will be held between the Association President (or his representative) and the Chief or his representative for the purpose of discussing and possibly disposing of such grievances and other problems that may exist.
- B. Meetings to discuss and possibly dispose of emergency problems or grievances may be held whenever mutually agreed to by the Association and the Personnel Director (or his designated representative).

12. GRIEVANCE: GENERAL CONDITIONS

- A. A matter involving several officers and the same question may be submitted by the Board of Directors or President of TPOA as a single, class-action grievance. Such grievance shall state which section(s) of the contract is alleged to have been violated and how it affects the members of the Association who feel aggrieved.
- B. The Employer and the Association may have legal counsel present at any step of this procedure; however, a 48-hour notice to the other party will be required.
- C. Whenever possible, Step 1 and Step 2 grievance meetings involving an individual officer shall be scheduled within one (1) hour of the start or end of the officer's scheduled shift. Such involved officers may attend grievance meetings without loss of pay or benefits; however, overtime shall not be paid.
- D. The immediate supervisor, as defined within the grievance procedure, shall be the highest ranking on-duty command supervisor of the employee's work unit. A work unit is defined as the smallest group of people working together as a shift, bureau, office, or unit which is commanded by one having the rank of Sergeant or above.
- E. Grievances involving suspension or discharge may be entered directly at Step 3 of the grievance procedure.
- F. A grievance meeting not scheduled as required or a grievance not answered within the prescribed time limit at each step may be appealed to the next step by the Association.
- G. A grievance not appealed from one of the steps of the grievance procedure within the prescribed time limits shall be considered automatically closed.
- H. A grievance may be withdrawn without prejudice and, if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case and, in such event, the withdrawal without prejudice will not affect financial liability.
- I. An agreement reached between the Association and the Employer is binding on all employees affected and cannot be changed by or for any individual.

- J. In order to promote good faith effort to resolve grievances at the earliest possible time, any resolution offered at Steps 1 through 3 of the grievance procedure shall not be admissible as evidence in any future arbitration proceeding of the grievance.
- K. No economic cost shall have retroactivity extending back more than 90 days from receipt of the grievance by the Chief of the department.

13. GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a difference between the Employer and an Association member as to the application, non-application, or interpretation of the specific provisions of this Agreement.
- B. It is encouraged that any difference be resolved as soon as possible in an informal manner. The officer should first discuss the matter with his immediate supervisor as defined in Article 12, Section D. If an officer's immediate supervisor is not available, the matter should be discussed with the next ranking command officer within that division. If so desired by the employee, his Steward or Association Officer may participate in these discussions. If the matter is not resolved, it shall be reduced to writing by the employee and submitted as a grievance.
- C. A written grievance shall be signed by the grievant and approved by a Steward or Association Officer before submission to the Division Commander. The Division Commander shall forward copies to the Personnel Department through the chain of command. The grievance shall contain a specific statement of facts as to its cause, the section of the contract which the officer believes was violated, and the remedy sought by the grievant. Any grievance not submitted within fourteen (14) calendar days of the event or reasonable knowledge of the event which gave rise to the grievance shall be automatically closed.
- D. Procedure:
 - Step 1. Within fourteen (14) calendar days of receiving the grievance, the Division Commander shall hold a meeting between the employee, his Steward or Association Officer, and the Division Commander or his designated representative. The Division Commander or his representative shall give his written decision concerning the grievance within seven (7) calendar days after the meeting.
 - Step 2. Grievances not settled at Step 1 may be filed with the Chief of Police within fourteen (14) calendar days of receipt of the Step 1 answer. Within fourteen (14) calendar days, the Police Chief shall hold a meeting between the employee, his Steward or Association Officer, and the Police Chief or his designated representative. The Police Chief or his designated representative shall give his written decision concerning the grievance within seven (7) calendar days after the meeting.
 - Step 3. Grievances not settled at Step 2 may be filed with the Personnel Director within fourteen (14) calendar days of receipt of the Step 2 answer. Within fourteen (14) calendar days, the Personnel Director (or any other designated representative directed by the City Manager) shall hold a meeting between the President of the Association, the Steward or Association Officer of the employee's shift, and the Police Chief or his designated representative. The Personnel Director shall give his written decision concerning the grievance within 30 calendar days after the meeting. The Union may grant up to two thirty (30) calendar day extensions to answer the grievance if requested by the Personnel Director.

If the written decision is not given within thirty (30) calendar days after the meeting, or within the time limits of the extensions if requested and granted, the grievance may be filed to Step 4.

Step 4. Grievances not settled at Step 3 may be filed within twenty (20) calendar days to arbitration or to the Act 78 Civil Service Commission, but not both, with a copy forwarded to the Personnel Director.

14. ARBITRATION

- A. If a grievance is appealed to arbitration, the parties involved shall jointly select an arbitrator or, if necessary, ask for an arbitrator from the American Arbitration Association. Any grievance subject to arbitration under this contract shall be pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Further, either party may choose to expedite the process as provided under the expedited labor arbitration rules.
- B. An arbitrator shall rule only on contractual provisions as set forth herein and shall have no authority to expand, modify, or alter the language of this Agreement, and his decision shall be limited to the application or interpretation of the above and to the specific issues presented to him. The fees and approved expenses of an Arbitrator will be paid equally by the Employer and the Association.
- C. After a case has been referred to arbitration, the case may be withdrawn by the submitting party up to 48 hours prior to the hearing date; after that time, by either the City or the Association by mutual consent.
- D. The decision of the arbitrator shall be final and binding on the Association, its members, the employees involved, and the Employer, provided that such decision is within the arbitrator's authority as provided in paragraph B above.
- E. An arbitrator's decision in any grievance shall not require a retroactive payment in other than the instant case or cases, if a class action grievance, and in no case shall it go back more than 90 days from the date the grievance was received by the Chief.

15. DISCIPLINE

- A. No officer shall be disciplined except for just cause.
- B. Discipline shall consist of the following levels:
 - 1. Oral Reprimand: An official warning to an employee from the Chief, Captain, or Lieutenant that his conduct or performance is unacceptable, a written notation of which shall be maintained in the employee's departmental file.
 - 2. Written Reprimand: A written record from the Chief or a Captain of an employee's unsatisfactory conduct or performance which is included in the employee's official personnel file in the Personnel Department. The employee shall have the option of submitting a statement of his position concerning the reprimand.
 - 3. Loss of Time Off: The elimination by the Chief of some or all of an employee's available or prospective time off.

4. Suspension: An employee is not permitted to report for work for a specified period of time and does not receive pay for the time in question.
 5. Discharge: An employee is involuntarily separated from employment with the City of Troy.
- C. The Police Department agrees to continue to use progressive discipline. However, the listing of these disciplinary levels does not preclude the starting of disciplinary action at a higher level when the seriousness of the incident warrants such discipline.
 - D. Disciplinary action beyond an oral reprimand may not be imposed until a minimum of 48 hours after the time of occurrence; however, this 48-hour waiting period does not preclude the immediate disciplinary action of an officer where it appears the seriousness of the incident demands such action. Written statements of the incident shall be filed with the Police Chief if requested or if the officer involved desires to file a statement on his own behalf. Officers who are requested to provide written or oral statements and are subject to discipline shall be notified of the incident under investigation and the general nature of any allegations. Officers shall have 24 hours notice before being required to provide an oral and/or written statement regarding the incident. These oral and/or written statements will become part of the factors included in imposing discipline. If, upon review, the discipline is reversed, the officer shall receive full pay and benefits for the time involved, and all records of the incident shall be removed from his Personnel, Department, and shift files.
 - E. Should an officer be required to give a verbal or written account of his actions which may result in the officer's receiving disciplinary action, the officer may have a steward present while making such a statement. In the event no Association Officer or on-duty Steward is available, any available member of the Association shall act as the Steward.
 - F. The President of the Association shall be notified in writing within 24 hours of the disciplining in excess of an oral reprimand of any member of the Association.
 - G. All cases of discipline may be processed as a grievance.
 - H. An officer's disciplinary records may be reviewed and removed in the following manner.
 1. The written record of an oral reprimand shall be removed from the officer's departmental file when the officer has successfully corrected the matter in question and has received no other discipline as defined in this section within a 15-month period following the reprimand.
 2. Thirty (30) months from the receipt of a written reprimand, an officer may request removal of the reprimand from his personnel file by submitting a request in writing to the Chief of Police stating the officer's reasons for the removal. If the officer has not received any discipline greater than or equal to a written reprimand within the thirty (30) month period, the written reprimand shall be removed. If the reprimand is not removed, a future date shall be established to review the matter in six (6) months.
 3. Records of all other discipline more severe than a written reprimand but less severe than a suspension shall be retained for a period of five (5) years, at which time the officer may submit a written request to have it removed from his personnel file. If the reprimand is not removed, a future date shall be established to review the matter in six (6) months.

4. Records of all other discipline including and more severe than a suspension shall be retained permanently in the officer's official personnel file.
- I. At the conclusion of any investigation conducted, the employee who is the subject of the complaint shall be notified in writing of the outcome of that investigation and be allowed to review the complete file. If the investigation results in discipline, a copy of the file will be supplied to the officer, if requested. If confidential sources of information are withheld, the Police Chief will provide the Association President with written reasons for the confidentiality.
 - J. Disciplinary suspensions may, at the City's discretion, be served after issuance and without requiring the exhaustion of any grievance or appeal process.
 - K. Except when on duty or when acting in his official capacity, no member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

16. PERSONNEL RECORDS

- A. Contents of an officer's departmental file and official personnel file in the Personnel Office shall be treated with confidentiality. Representatives of the Chief of Police and City Administration shall have access to an officer's files for authorized purposes. Information contained within an officer's personnel file may be released without the officer's permission for:
 1. Verification of employment and salary.
 2. Civil litigation when directed by a lawful subpoena. In such instances, the officer will be notified.
 3. Internal investigations conducted by or for the Employer.
 4. Use by an official law enforcement agency during the course of any legitimate criminal investigation. In such instances, the officer shall be notified unless such notification may impair the investigation.
- B. During regular City Hall hours and within 72 hours of his request, an officer shall have the right to review his personnel file. If released by his supervisor during regular City Hall hours, an officer may review his personnel file during his regular duty hours without loss of pay, but not more than five (5) times per calendar year. An officer may comment in writing about any adverse material in his personnel file, and such comment shall be included in the file.
- C. All records placed in shift files which are over eight (8) months old may be requested in writing by the officer to be removed. Such records will be returned to the officer by the Shift Commander unless there is litigation pending wherein such records would be used as supporting documentation. It is agreed that copies of Unsatisfactory Performance Reports are not to be forwarded to the Division Commander or Chief unless discipline is recommended.

17. SENIORITY

- A. Seniority of a new officer shall commence when the officer has completed his probationary period and shall be retroactive to the date of his initial appointment as a police officer. The probationary period shall be defined as a maximum of twelve (12) months from the date of being sworn as a Troy Police Officer.
- B. An employee shall forfeit and/or terminate his seniority for the following reasons:
 - 1. He resigns or retires.
 - 2. He is discharged and not reinstated.
 - 3. He is absent for three consecutive work days without notifying the Employer. (Exceptions to this may be made by the Employer.)
- C. A seniority list shall be furnished to the Association every six months.
- D. Seniority for purposes of layoffs, recalls, and promotions shall be in accordance with Act 78 of the Public Acts of 1935, as amended.
- E. If an officer changes to a classification out of the bargaining unit and thereafter returns to the bargaining unit, or returns from an unpaid leave of absence or disability retirement, the officer will not have accrued bargaining unit seniority during the period he was out of the bargaining unit or during the period of leave or retirement. This shall not apply to a member who returns to the rank of Police Officer during the first twelve (12) months of his promotion.

18. ATTENDANCE

- A. Work schedules for officers assigned to uniformed Patrol Division shift duty on a regular basis shall be four consecutive 10-hour days, commonly known as the 4/40 schedule. Selections of shifts and days off shall be chosen by officers according to seniority and eligibility to patrol alone, and within the guidelines of departmental orders. Selections shall be made twice per year for six (6) month bumps which shall occur in September and March.
 - 1. Bumps shall take place on time.
 - 2. Court Officers shall choose their positions twice per year for six (6) month bumps which shall occur in September and March.
- B. If an officer is unable to report to work at his established starting time, he shall notify his supervisor or desk officer at least one hour prior to the time his shift is scheduled to start, unless mitigating circumstances make such notification impossible. Failure to provide such notification may, at the option of the City, result in loss of pay for that day.
- C. Requests for time off, except sick leave, must be submitted in writing in advance to the officer's immediate supervisor or ranking officer in accordance with the provisions regulating leaves. The supervisor shall recommend approval or disapproval in writing.

- D. Shift schedules shall be posted at least ten (10) calendar days in advance of the start of a new schedule. In case of emergency or other unforeseen circumstances, schedules may be changed to meet the operating needs of the Police Department. Changes in the posted schedule shall be given to the affected officer(s) in writing. An officer who is scheduled to work an extra shift shall receive 24 hours notification if his overtime is to be cancelled. If notification is not received, the officer shall have the opportunity of either working or not working the extra shift.
- E. An officer who desires to cancel approved time off must notify the Police Chief or other authorized ranking command officer of his request to cancel the approved leave at least 24 hours prior to the time off. If this notice is not given, the Police Chief or other authorized ranking command officer shall have the option of approving or disapproving the request.
- F. Officers shall be allowed to trade working days with the written approval of the shift commander.
- G. Whenever possible, officers may take a one-half hour lunch break and two additional fifteen (15) minute breaks. These breaks shall not be taken contiguously.
- H. Officers assigned to the Services Division may work a designated holiday, if it is his scheduled work day, upon one day's notice to the Police Chief and with prior approval of the Police Chief. An officer working under this section will be paid straight time only.
- I. Employees who are absent from work for reasons of non-duty disability shall continue to accrue benefits pursuant to rules governing leave accrual during the first full year of their disability. During the second and third years of the non-duty disability, sick leave only shall accrue; however, hospitalization insurance shall be continued even if the employee utilizes all accrued leave time during that period. After three years of non-duty disability, employees shall neither accrue additional leave time nor shall said employee receive hospitalization insurance paid for by the Employer.

19. OVERTIME

- A. An officer will be paid one and one-half (1½) times his regular rate for all hours worked in excess of: (1) 40 hours per week, and (2) his current regular shift duty time. At the option of the officer, payment for overtime may be declined in favor of banking compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for every one hour of earned overtime. A maximum of thirty (30) hours of compensatory time may be earned each quarter. The thirty (30) hours per quarter limit on the earning of compensatory time shall not be open to negotiation until such time the City modifies the 120 hour maximum for other employees. All unused accumulated compensatory time shall be paid to the officer not later than the second pay after June 30, September 30, December 31, and March 31, at the officer's current straight time rate as of these dates. The granting of time off on compensatory time must have the approval of the officer's Shift Supervisor, and no such time off shall be granted if the absence creates additional personnel costs to the department, and is subject to regulation as detailed in department rules, policies and procedures.

All overtime hours worked on a designated holiday shall be paid at the rate of two (2) times the regular hourly rate.

B. Available overtime will be assigned as one of the following categories:

1. Special Detail Overtime Known 72 Hours in Advance

- a. Overtime involving a special detail (e.g. Troy Daze, etc.) which is known at least 72 hours prior to the overtime shall be announced by the Chief on the bulletin board. The overtime shall be offered on a voluntary seniority basis to those officers indicating an interest in working the overtime. In the event that the overtime shall last more than one day, each day shall be listed separately.
- b. Community Policing projects shall be defined as overtime required to develop plans or accomplish assignments which address specific community and geographic health and safety concerns dealing with specific members of the community.

Overtime involving projects shall be offered on a voluntary seniority basis to those assigned project officers. If more officers are required for the overtime assignment than are assigned to the project, the additional officers required will be selected from the master seniority list.

- c. Oakland Mall overtime shall be equalized as close as may be practical among all officers who are able to patrol alone and who volunteer to work such overtime. Overtime shall be averaged among officers. Procedures for implementing on a seniority basis will be drafted by the Association and approved by the Chief.

2. Regular Patrol and Special Detail Overtime Not Known 72 Hours in Advance

- a. Any regular patrol and special detail overtime not known 72 hours in advance shall be offered on the basis of seniority to officers on the appropriate shift or work unit.
- b. The Shift Commander shall contact those officers of the appropriate shift on the basis of seniority to fill the overtime position. If unable to make contact, the Shift Commander shall move to the next officer on the basis of seniority to fill the position. If not filled from the appropriate shift, the overtime shall be filled from the Master seniority list.

3. Extended Shift Overtime

Extended shift overtime shall be time which is contiguous with the regular working hours of a shift and during which time the duties to be performed are similar to an officer's regular duties. Extended shift overtime shall be offered to those officers working on the appropriate shift or work unit on the basis of seniority. However, nothing in this section shall preclude an officer from working the overtime necessary to complete an investigation originating on that particular shift when such overtime is approved by the Shift Commander.

4. Other Overtime

All other overtime shall be offered on the basis of seniority to officers on the appropriate shift.

C. The term "seniority" as used in this section implies both the right to accept or refuse overtime.

- D. The appropriate shift or work unit shall be determined by the Chief, Captain, or Shift Commander.
- E. Procedures for calling officer(s) to work an extra shift shall be outlined in a General Order, or Rules and Regulations, or Special Order issued by the Chief of Police. The priority of call-back shall be choice by seniority of officers off-duty for the following reasons:
 - 1. Regular Day Off
 - 2. Personal Business Time
 - 3. Vacation Leave

For example, a full ten (10) hour shift would be offered to those officers on their regular day off in order of their seniority. If no volunteer can be obtained, then the least senior officer on his regular day off may be ordered in for duty. If enough volunteers cannot be obtained through this method, the overtime would be offered to those officers on Personal Business Time in order of their seniority. If no volunteer can be obtained, then the least senior officer on Personal Business Time may be ordered in for duty. If enough volunteers cannot be obtained through this method, the overtime would be offered to those officers on Vacation Leave in order of their seniority. If no volunteer can be obtained, then the least senior officer on Vacation Leave may be ordered in for duty.

Call back for overtime and ordering in for overtime as explained above shall not interfere with time off for those officers who have submitted a request for holiday time off at least seven (7) calendar days in advance and who have received approval for said time off. Under this situation, the officer may not be ordered to work on the date for which approval was given except under an emergency condition which is declared by the Chief of Police. This section shall apply to requests for holiday time only and shall not apply to one-day vacation requests as addressed under paragraph 2 of Article 32, Section C.

Overtime for working a full ten (10) hour shift shall be equalized as close as may be practical among all officers, with the Union being responsible for drafting the procedures for implementation, which must have the approval of the Police Chief, and maintaining the accumulation of overtime. In the event that there is an error by management in offering overtime, such error shall be corrected only by offering that amount of hours to the aggrieved officer when such overtime next becomes available. Payment of overtime for hours not worked shall not be allowed to correct such error.

- F. If an insufficient number of officers are available for an overtime situation(s), the least senior officer who is qualified to patrol by himself may be ordered in for duty.
- G. Overtime provisions regarding special detail overtime can be waived by a Chief or Captain if there are special requirements for a particular assignment. The overtime will be offered based upon seniority to the officers who meet the special requirements as determined by the Captain or Chief.
- H. This section shall not apply to probationary officers unless selected specifically for overtime by the Chief, Captain, or Shift Commander.
- I. Any errors in the distribution of overtime will be corrected by subsequent distribution of overtime within 60 days, provided that 24 hours notice is given to the Chief.
- J. There shall be no duplication of overtime for the same hours worked, and officers shall not be paid twice for the same hours recorded as worked.

20. COURT TIME

- A. Time spent in court appearances originating from performance of the officer's regular police duties shall be counted as normal duty time and shall be so used in the computation of overtime. A minimum of three (3) hours will be paid for such off-duty court appearances provided that such minimum shall not be applicable if the court time occurs within 30 minutes of the officer's scheduled duty hours.

Officers who work any other shift except day shift and who are required to spend a minimum of seven (7) hours in court on any regular work day may request the opportunity to be absent from their next regular shift for the amount of time spent in court, computed at one and one half (1½) times the actual hours worked. Such requests must have the approval of the officer's Shift Commander, and no such request shall be granted if the absence will create additional personnel costs for the department. (Example: If an officer spends eight hours of off-duty time in court, he will be entitled, if approval is granted, to be absent from his next regular shift for 10 hours, with 2 hours being paid at the straight time rate.)

If two (2) court appearances are scheduled for the same day, the overtime computation will be continuous from the start of the first appearance through the conclusion of the second, unless the time between the appearances is greater than one (1) hour, in which case each appearance will be paid three (3) hours of overtime.

- B. Officers who properly qualify for Disability Insurance under Article 33 of this contract and who are required to appear in court by virtue of a legally authorized subpoena shall receive payment equal to straight time pay for all hours in court under said subpoena and shall not have their disability insurance affected in any way, such as a reduction for hours in court under the subpoena, disruption of the insurance payments, or by having to experience any additional waiting periods by virtue of their compliance with said subpoena.

21. CALL-IN TIME

When an officer is called in at other than his normal scheduled work shift, he shall be paid a minimum of three (3) hours at the appropriate premium rate, provided that such minimum shall not be applicable if the call-in is contiguous with the officer's scheduled duty hours.

22. POLICE WORK

- A. It shall not be considered the normal duty of a Police Officer, as part of his employment, to participate in the duties shown below:
1. Non-emergency crossing guard duty.
 2. Regular animal control duty, except for emergency animal control assignments.
 3. Animal surveys.
 4. Custodial service of City police buildings, offices, and real property, exclusive of police equipment.
 5. Private contractual arrangements for off-duty work at dances, ball games, and private party traffic assignments (on a volunteer basis only).

6. School and service club lecture and teaching assignments. Such assignments shall be on a volunteer basis only, subject to the prior approval of the Police Chief. This section does not include those positions where teaching/speaking assignments are inherent in the responsibilities of the position.
 7. Act as or escort process servers to civil matters except where the City is a party to the action or where such action is required by law.
 8. Delivery of letters or parcels that can otherwise be delivered by U.S. mail, except in an emergency.
 9. Bank details - except for bank escort for the City Treasurer's Office and for an occasional request by individual concerns.
 10. Junk car canvassing.
 11. Association members shall not be required to assume the duties of a Shift Commander.
- B. The responsibilities of a Police Officer relating to fire control and fire fighting are shown below:
1. Officers are not required to attempt to extinguish fires unless an immediate danger exists for physical injury to another person.
 2. An officer may attempt to extinguish small property damage fires provided, in the officer's discretion, he is in no immediate danger of physical harm.
 3. At such time that the Fire Department arrives at the scene, the officer is immediately relieved of the fire fighting rescue work not already in progress or any further fire fighting details.
 4. On-duty officers who are also members of the City Volunteer Fire Department will be classified as Police Officers at any fire scene.

23. WORK ASSIGNMENTS

- A. The Association shall have the opportunity to recommend appropriate required qualifications and training for all work assignments. Oral interview boards used in evaluating officers for such work assignments shall include one representative of the Association. Vacancies for such positions shall be posted for a minimum of ten (10) calendar days, and officers who wish to be considered for any such work assignment shall be allowed to submit a letter to the Chief of Police within the ten (10) day posting period requesting consideration for the work assignment. If posted qualifications are not met by the applicants and qualifications are changed, the position shall be posted again. Resultant scores of the oral interviews shall be reviewed by the representative of the Association.
- B. The Chief shall have the responsibility to assign work assignments to the most qualified officer; however, the Chief shall not act arbitrarily or capriciously in making such assignment. In the event the Chief does not follow the recommendation of the oral interview board, he shall notify and discuss with the President of the Association (before any list is posted) his reasons for not following the recommendation.

- C. In the event two (2) or more applicants are deemed identically qualified, seniority shall prevail.

24. VEHICLE SAFETY

- A. The City shall provide patrol vehicles which are in safe operating condition for assigned use by members of the Association. Requests for maintenance and repair activities shall be processed through procedures established by the Employer. All damage to patrol vehicles shall be reported promptly.
- B. Any officer who feels that a specific patrol vehicle is unsafe for duty even after corrective repairs have been completed may so indicate by filing a complaint with the division Captain through his supervisor. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved. Patrol vehicles may be driven up to a maximum of 90,000 miles, but not less than that provided under vehicle warranty.

25. SICK LEAVE

- A. Officers shall accrue 8 hours of sick leave for each month of service with the City beginning with the first full calendar month of service.

For purposes of this section, "full calendar month" shall mean any calendar month where an officer is on the payroll for a minimum of twenty (20) days, including time worked, and any payable leave time including, but not limited to, personal business time, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.

- B. Sick leave will not be approved before it has been accrued.
- C. Unused sick leave may accrue to a maximum of 350 hours.
- D. Employees shall be notified of their accumulated sick leave during the month of January each year.
- E. An officer who is off of work for three consecutive days because of illness or injury may be required, by the Chief or his designee, to submit a physician's certificate prior to his being allowed to return to work indicating the nature of the illness or injury, the officer's capability of returning to work, and the degree to which he may perform his regular duties. In order to determine the employee's fitness to return to duty, the Employer shall have the right to send the employee for medical examination(s) before permitting his return to work. Physician is defined as a person duly authorized and licensed by the State of Michigan to treat diseases and practice medicine.
- F. Sick leave shall be utilized pursuant to City of Troy policy. Officers shall notify the department of the use of sick leave, and the reason for the use, no less than one (1) hour before the start of the officer's shift and daily thereafter. Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.
- G. On or before the 20th of December of each year, employees with accumulated sick leave in excess of the 350-hour maximum as of the last pay period of October of that year shall receive pay for unused sick leave which is over the maximum, at 100% of regular pay, and the accumulated sick leave shall be reduced to the maximum 350 hours.

- H. Upon retirement (excluding deferred retirement), unused sick leave credits will be paid to the employee to a maximum of 350 hours. Payment for unused sick leave credits at retirement shall be excluded from the computation of Final Average Compensation (FAC) for pension purposes. Upon death of an employee, unused sick leave credits will be paid in full to his/her beneficiary.

26. PERSONAL BUSINESS TIME

- A. An officer may be granted up to 30 hours of personal business time in any one calendar year with the prior approval of his Shift Commander. The request for the time off must be submitted at least 10 hours in advance. If the request is submitted less than 10 hours in advance, the Shift Commander shall have the option of approving or disapproving the request. Requests for a full day of personal business time shall be granted if submitted forty-eight (48) hours in advance. However, personal business time will not be granted on designated holidays if the granting of such request places the shift below minimum strength as determined by the Department.
- B. Personal business time may be taken in conjunction with holiday leave and/or vacation leave.

27. FUNERAL LEAVE

Officers shall be allowed up to 40 hours time off for a death in the officer's or the officer's spouse's immediate family for attending to funeral arrangements, attending the funeral, and bereavement. The immediate family shall consist of spouse, grandparents, parents, stepparents, sibling, son, daughter or stepchild.

28. MILITARY LEAVE

Any officer who has completed his probation period and leaves the Employer's service for compulsory military duty shall be placed on military leave without pay. Such leave shall extend through a date of 90 days after his release from the military service. An employee returning from military leave shall be entitled to restoration to his former position, provided that: (1) he makes application within 90 days after his release from duty, (2) his release shall be under conditions other than dishonorable, and (3) he is physically and mentally capable of performing the duties of the position involved. An employee who leaves for military duty may elect either to be paid for accrued vacation time due him or may elect to have such credits reinstated upon return to the department. An employee returning from Military Leave shall be restored with all unused sick leave which was banked prior to said leave.

29. CIVIL LEAVE

A seniority employee may be given time off at straight time wages for actual time lost from work while performing jury duty or serving as a non-party witness under subpoena or while he is party defendant in an action originating out of the performance of his regular duties for the Employer. This leave will not be permitted if the employee is a plaintiff in an action or a defendant in an action originating from his personal activities. Witness or jury duty fees as authorized for such services shall be paid to the Employer, less specific allowances for meals or travel. The maximum amount of hours payable under this section shall be a normal 40 hours per week.

30. LEAVE WITHOUT PAY

The City Manager may grant an employee leave without pay for a period not to exceed one year when it is in the interest of the City to do so. The employee's request for such leave shall be considered when he has shown by his record to be of more than average value to the City and where it is desirable to retain the employee even at some sacrifice.

31. HOLIDAYS

- A. On January 1, each officer shall be allotted 110 hours of future holiday leave.
- B. Holiday leave not taken in conjunction with vacation shall be considered on the basis of the earliest request submitted.
- C. Designated holidays shall be New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. The designated holiday shall apply to one specific calendar day for each of the designated holidays.
- D. Any officer working on a designated holiday shall receive one and one-half (1½) times his regular hourly rate for all hours worked that day. All overtime hours worked on a designated holiday shall be paid at the rate of two times the regular hourly rate.
- E. Unused holiday leave as of December 31 of each year shall be paid to the officer in cash on a straight time basis.

32. VACATION

- A. All officers shall qualify for vacation leaves on January 1 of each calendar year according to the following schedule:
 - 1. For all months worked in the previous calendar year prior to the third service date with the City, an officer shall accumulate vacation leave at the rate of 6 2/3 hours for each month worked.
 - 2. For all months worked in the previous calendar year beyond the third and prior to the eighth service date with the City, an officer shall accumulate vacation leave at the rate of 10 hours for each month worked.
 - 3. For all months worked in the previous calendar year beyond the eighth and prior to the thirteenth service date with the City, an officer shall accumulate vacation leave at the rate of 13 1/3 hours for each month worked.
 - 4. For all months worked in the previous calendar year beyond the thirteenth service date with the City, an officer shall accumulate vacation leave at the rate of 15 hours for each month worked.
 - 5. For all months worked in the previous calendar year beyond the eighteenth service date with the City, an officer shall accumulate vacation leave at the rate of 16 2/3 hours for each month worked.

- B. For purposes of this section, "months worked" shall mean any calendar month where an officer is on the payroll for a minimum of twenty (20) days, including time worked, and any payable leave time including, but not limited to, personal business time, holidays, sick leave, vacation, funeral leave, and unpaid military leave up to two weeks.
- C. The use and time selection of available vacation leave shall be on a seniority basis among officers working the same shift. When an employee splits his vacation time, he shall select his second or subsequent periods of vacation time only after all officers with less seniority have chosen their first vacation period.
- D. Effective January 1, 2006, officers may use up to 80 hours of accrued vacation leave time on a one-day-at-a-time basis. Vacation leave time taken on a one-day-at-a-time basis must be utilized in a regular full shift block (8 or 10 hours depending on work assignment). A maximum of 80 hours of unused vacation leave time as of December 31st of each year shall be paid to the officer on a straight time basis.
- E. Effective January 1, 2006, officers accruing 120 or more hours vacation leave time per year must use a minimum of 40 hours in a consecutive fashion (4 or 5 consecutive work days as applicable).
- F. Effective January 1, 2006, the carrying over of unused vacation leave to the next year is prohibited except under exigent circumstances as determined and approved by the Chief of Police. Decisions regarding the approval or denial of vacation leave carryover are not grievable and are subject to City of Troy policy regarding usage.
- G. Officers who are on the payroll on January 1st of any calendar year and who subsequently terminate their employment in the same calendar year due to death, retirement, or resignation in good standing shall be compensated for unused vacation leave at the rate of 100%. It is explicitly understood that payment for unused vacation leave shall not be included in any computation of Final Average Compensation for retirement purposes.

33. DISABILITY INSURANCE

- A. The City will provide short-term disability insurance for all employees. A charge of up to eight (8) hours per pay period of the employee's accrued leave time together with said insurance will provide eighty percent (80%) of an employee's base salary, after a thirty (30) day waiting period, for a maximum of fifty-two (52) weeks.
- B. Long-term disability insurance will be provided by the City for all employees with three (3) or more years of service at the time of the next opening date of the insurance policy. Eligible employees must also be accepted by the insurance company. A charge of up to eight (8) hours per pay period of the employee's accrued leave time together with said insurance will provide seventy percent (70%) of an employee's base salary beginning 12 months after an extended absence due to sickness or accident. The insurance shall continue until the employee's death, retirement, termination, or return to work (or in the case of non-duty disability, up to 5 years, whichever is sooner).
- C. Amount of coverage shall be adjusted twice a year.
- D. The Association shall be provided with a copy of the disability insurance policies covering members of this Association.

- E. In the event there is a conflict between the employee's physician and the insurance company's physician which results in denial of coverage, the City will be an advocate of the employee when the City selected physician/specialist agrees with the employee's physician.

34. DUTY-CONNECTED DISABILITY

- A. This entire section addresses the City's responsibility to an employee who sustains a disabling injury while performing his/her regular duties to make payments which are supplemental to Worker's Compensation benefits. The parties to this Agreement understand that Worker's Compensation benefits are paid in accordance with applicable Worker's Compensation Laws of the State of Michigan, but that supplemental payments are made subject to the employee's: (1) complying with all reasonable rules promulgated by the City regarding duty-related disability; (2) treating with the City-designated clinic for the first ten (10) days after the injury; (3) providing periodic updates or reports from the employee's physician if requested by the City; (4) performing in a light duty status, excluding those duties listed in Article 22A, if directed by the Department Head or his designate consistent with the recommendations of the attending physicians; and (5) consenting to examination by a third physician when, in the opinion of the City, there is a conflict between the opinion of the City's physician and the employee's physician. The third physician shall be chosen through the mutual agreement of the City's physician and the employee's physician. The opinion of the third physician shall be binding on the City and the employee relative to the supplemental payments under this Article.
1. For the first 30 days following the date of disability, the officer shall receive a check from the City in an amount sufficient to augment appropriate worker's compensation insurance to provide the officer with his regular net pay. The officer shall not incur any loss of accrued leave time during this 30-day period.
 2. After 30 days from the date of disability, the officer will receive 80% of his regular base salary for an additional 52 weeks. These payments will be comprised of the following, as appropriate: Worker's Compensation insurance, disability insurance, social security, disability retirement, and a charge of four (4) hours of the officer's accrued leave time per pay period in order to continue on the payroll and accrue benefits.
 3. Beginning 12 months after the date of disability, an eligible officer will be provided with Long-Term Disability Insurance as explained in Section 33.
 4. Upon the retirement of a member of this Association due to his disability as provided in Chapter 10 of the City Code, he shall receive a pension of not less than two-thirds (2/3) of his Final Average Compensation during the period he is in receipt of Worker's Compensation due to this disability arising out of and in the course of his City employment.
- B. This section shall apply also to any Troy Officer who is disabled while participating in any legitimate police action within Wayne, Oakland, and Macomb Counties in the State of Michigan. The Chief or his designated representative may conduct an investigation to determine if the incident makes the officer eligible under this section.

35. LIFE INSURANCE

The Life Insurance program shall provide participating employees with \$1,000 of life insurance for each \$1,000 of salary, with a maximum amount of coverage of \$50,000, plus double indemnity for accidental death. This insurance shall be term insurance with the employee contributing ten cents for each \$1,000 of insurance per pay period. Each employee shall have a policy issued to him.

36. HOSPITALIZATION AND MEDICAL INSURANCE

- A. The Employer shall provide hospitalization and medical insurance for employee and family equal to the following:
1. Blue Cross/Blue Shield, MVF-1, Master Medical Option I, with the following riders: TRUST-15 (PPO), PLUS-15 (PPO), \$5 deductible prescription, D45NM, F, SA, G65, optical, ML, VST, FAE, ICMP, HCB-1, and EBMT. Effective on October 17, 2005, the drug rider will be \$5/\$10 for generic/brand name drugs.
 2. For employee and family only (i.e. not retirees) the following riders are included: MMC-PC, RM, SOT-PE, PSA, RPS.
 3. A dental program, including Class I and Class II benefits with a 10% employee co-payment of claims and a maximum benefit of \$1,000 per person per year, beginning each anniversary date of the employee's date of hire (or, each July 1st if hired prior to 7/1/75).
 4. Orthodontic coverage with a 50% employee co-payment of claims and a \$2,000 maximum lifetime benefit per person to age 19. After July 1, 1986, the City shall have the option of self-funding and self-administering a dental benefit program providing that the benefits shall be identical or better than those provided in paragraph 2 and 3 above.
 5. A member of the bargaining unit who desires to maintain traditional Blue Cross/Blue Shield coverage without the PPO may continue to do so. However, the employee shall, in addition to the regular monthly employee contribution, pay the difference between the applicable monthly premium for the PPO and the Blue Cross/Blue Shield traditional plan by means of bi-weekly payroll deductions.
- B. An employee who elects to be covered for this insurance shall contribute \$10.00 per month. Effective July 1, 1994, however, the employee's contribution shall be increased to \$20.00 per month.
- C. Officers who, after October 17, 2005, choose not to subscribe to medical insurance will receive \$250 per month. For officers who, prior to October 17, 2005, have opted not to subscribe to medical insurance, the amount of "cash-in-lieu" payment they are receiving will be frozen at the amount being paid as of October 17, 2005.
- D. Special enrollment periods shall be provided in accordance with the terms and conditions of the Blue Cross/Blue Shield Benefit Guide.
- E. If two City of Troy full-time employees are married to each other, one of them must opt out of the health insurance and dental insurance coverage and elect to receive the cash-in-lieu payment referenced in subsection (c) above.

37. PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS

- A. Members of the Association 27 years of age and older shall submit to a physical examination between September 1st and December 1st biennially (every other year). Such examination shall be conducted by a facility selected by the fitness committee (as established pursuant to arbitration award dated August 2, 1988). and the Employer shall determine the extent of said examination. The examination shall be conducted during the officer's off-duty hours. Results of the examination shall be submitted to the Employer, who shall furnish the employee a copy upon written request. The employee shall be required to pay one-half (½) of the cost of said examination which is not covered by medical insurance as provided in Article 36, Section A(1) with the Employer paying the remaining one-half (½).
- B. The Employer may require an officer to submit to a psychological examination related to the question of whether the officer is psychologically fit to perform the duties of Police Officer.
1. Officers will not be unreasonably ordered to submit to psychological exams. Any such orders shall be based upon specific circumstances which are explained to the officer, in the presence of a steward if the officer desires.
 2. When officers are ordered to submit to psychological exams, the results shall include a pass/fail or fit/unfit for duty determination, and shall not include personal, intimate questions or answers that the officer in confidence revealed to the doctor, unless directly related to the officer's ability to perform his duties. Upon request of the officer, a copy of the exam results will be supplied. Such copy may exclude conclusions or recommendations which, in the opinion of the doctor, would be detrimental to the treatment, adjustment, or welfare of the officer if revealed. Failure to pass the psychological examination shall not, by itself, constitute misconduct which would result in disciplinary action.
 3. In the event an officer fails to be certified as being psychologically fit for duty, the objective test results will be forwarded by the doctor to a second facility for review and an oral interview conducted at the City's expense.
 4. If the second facility disagrees with the conclusion of the first facility, the objective test results will be forwarded by the second doctor to a third facility and an oral interview conducted for a final determination, at the City's expense, which is binding on both the City and the officer.
- C. The Employer has the right to conduct drug/alcohol testing under the following circumstances: 1) selection for assignment to SIU, CIU, DPU, and drug enforcement units within the department; 2) whenever an employee discharges a firearm; 3) whenever an employee is involved in a fatal or serious injury accident; 4) as part of any regular physical examination required by the department; 5) whenever there is reasonable suspicion that the employee is under the influence of drugs or alcohol while on duty, or illegally uses/possesses controlled substances. Any positive results of drug test shall be subject to confirmative testing.

38. TRAINING AND EDUCATION

A. Education Bonus

1. An Education Bonus will be paid to members of the Association as follows:
 - a. All members who were hired prior to July 1, 1984, and who possessed an Associate's Degree (or 60 credit hours) in Law Enforcement prior to July 1, 1986, and who had been paid a bonus of \$700 (prior to July 1, 1986) shall continue to receive \$700 per year for that achievement.
 - b. All members who were hired prior to July 1, 1984, and who possessed an Associate's Degree (or 60 credit hours) in Law Enforcement prior to July 1, 1986, and who earn a Bachelor's Degree in Law Enforcement before July 1, 1990 shall continue to receive \$700 per year; however, at the first payment after achieving the Bachelor's Degree, shall receive a one-time payment of \$300 (in addition to the \$700) for that achievement.
 - c. All members who were hired prior to July 1, 1984, and who possessed a Bachelor's Degree in a field not related to Law Enforcement, and who had been paid a bonus of \$850 (prior to July 1, 1986) shall continue to receive \$850 for that achievement.
 - d. All members who were hired prior to July 1, 1984, and who possessed a Bachelor's Degree in Law Enforcement, and who had been paid a bonus of \$1,000 (prior to July 1, 1986) shall continue to receive \$1,000 per year for that achievement.
 - e. All members who were hired after July 1, 1984 will be ineligible for any payments for educational bonus under this Article. All officers hired after July 1, 1984 are required to possess at least an Associate's Degree in Law Enforcement prior to hire.
2. Educational Bonus payments, as outlined in Section A, shall be payable in October of each year based upon the college level work completed prior to September 1st of that year. Prior to payment, it is the responsibility of the officer to submit evidence (certified copy of the transcript prepared by the educational institution) to the Personnel Department to verify the educational level which was attained.

B. Tuition Reimbursement

Effective with applications received on or after October 17, 2005, an Officer may be eligible for tuition reimbursement under the following conditions:

1. Reimbursement shall be for 100% of the officer's actual tuition cost toward any Bachelor's or Masters Degree, and shall not duplicate any financial aid such as scholarships, grants and aids, G.I. Bill, etc.
2. Reimbursement shall be tuition costs only and shall not include other fees or expenses.
3. The course must be taken at an accredited school or university, but does not have to be a credit course.

4. A minimum final grade of 2.0 or "C" (or greater as may be required by curriculum) must be achieved.
5. No officer shall receive more than \$ 2,500.00 under this program in any fiscal year.
6. Prior to receipt of reimbursement, the employee shall sign a letter agreeing to repay the City the full amount if the employee terminates employment for any reason other than retirement or is terminated for just cause within three (3) years of completion of the course. Should an employee be terminated for just cause and ultimately reinstated, any money repaid to the City for tuition reimbursement after the initial discharge will be returned to the employee.
7. Application and reimbursement process shall be according to established City procedure.

39. PROMOTIONS

Promotional eligibility lists for, and promotion to, the position of Police Sergeant shall be in accordance with Act 78 of the Michigan Public Acts of 1935, as amended, and the Rules and Regulations of the Act 78 Commission, with the following exceptions:

- A. The eligibility list for the position of Sergeant shall expire after two (2) years from the date of its creation.
- B. The appointing authority, the City Manager, shall have the authority to promote to the position of Sergeant any one (1) of the top three (3) eligibles on the eligibility list (commonly known as the "Rule of Three"). Whenever the City Manager promotes to Sergeant a candidate who ranked lower on the eligibility list than another candidate, the City Manager must provide the by-passed candidate with the reason for his action; however, the action of the City Manager shall not be grievable.
- C. Psychological evaluations related to the question of whether the employee is psychologically fit for promotion to the rank of Sergeant shall be provided as the last phase of testing for all applicants for promotion to the rank of Sergeant. The facility which shall conduct such psychological evaluations shall be selected from a rotating list of three (3) facilities which shall be agreed to by the City and the Association in a Letter of Understanding.

In the event that an applicant fails to be certified as being psychologically fit for promotion by the facility assigned to conduct such evaluations, the test results will be forwarded to a second facility from the list of three for review. If the second facility agrees with the conclusion of the first facility, the applicant shall not be certified for promotion. If the second facility disagrees with the conclusion of the first facility, the test results will be forwarded to the third facility for a final decision which is binding on both the City and the applicant.

Applicants who are not certified as being psychologically fit for promotion shall have their names excluded from the list and be ineligible for any promotion for a period of six (6) months after the list is certified by the Act 78 Commission or after the results of the psychological testing have been received, whichever occurs later. Such applicants shall be

eligible for re-evaluation by the first facility, after the six (6) month period, provided that the applicant enrolls in the City's Employee Assistance Program (EAP), at his own expense, and follows all of the recommendations of the EAP counselors during that six (6) month period.

In the event that a report which provides the psychological evaluation of an applicant includes a comment or comments which would lead one to reasonably conclude that an applicant may not be psychologically fit to continue in his current employment without danger to the health, safety, and welfare of the public, the City will immediately meet with the Union to discuss the matter and, at the option of the City, the applicant may be relieved of duty with pay and ordered to undergo counseling until the matter is resolved.

- D. The City and the Association will jointly institute a professional development program that may be utilized by officers.

40. CLOTHING AND CLEANING ALLOWANCE

- A. Each fiscal year, every officer shall be allotted a basic clothing allowance of \$500.00; effective 7/1/02 this amount will increase to \$525.00. Said clothing allowance shall be placed in an account in the officer's name and shall be disbursed to the officer upon submittal of legible receipts for approved clothing and personal equipment purchases.

It is clearly understood that the clothing allowance has a prospective application and is intended to cover purchases for the entire fiscal year. In the event that employment is interrupted for such reason as retirement or leave of absence or injury leave in excess of six (6) months, the City shall have the right to adjust such payments on a prorated basis and make adjustments in payments for the following fiscal year based on overpayments in the current year or, in the case of retirement, from the employee's final pay check.

Any mandatory changes in uniform and/or personal equipment over \$75.00 per item shall not be deducted from the officer's clothing allowance.

- B. Any officer assigned to or from the Non-Uniform Divisions or Bureaus for an assignment in excess of six (6) months shall receive an additional \$150.00 in his clothing allowance.
- C. \$25.00 of unused funds from the basic clothing allowance may be carried over each fiscal year. The amount and type of uniform and equipment shall be determined by the Police Chief. Changes in uniform and/or personal equipment will be discussed with the officers of the Association, and all Police Officers will be notified of any mandatory change at least thirty (30) days in advance of the fiscal year.
- D. All new officers shall be supplied with a full set of uniforms and equipment as determined by the Chief.
- E. Each officer shall receive an annual cleaning allowance of up to three hundred dollars (\$325.00) during the month of May. It shall be comprised of 1/12th of the total amount for any month or portion thereof the officer worked in the previous twelve (12) months. In the event that employment is interrupted for such reasons as leave of absence or injury leave in excess of six (6) months, the City shall have the right to adjust such payments on a prorated basis.

Effective 7/1/02 the allowance amount shall be increased to \$375; the monthly prorating shall be adjusted accordingly.

41. LONGEVITY

All officers hired prior to December 3, 2001 shall receive longevity pay on or before December 20 of each payment year in accordance with the following schedule:

<u>Years of Continuous City Service as of November 30 of Payment Year*</u>	<u>Percent of Base Pay Earned From December 1 through November 30</u>
4 - 8 Years	2% - but not more than \$ 857
9 - 13 Years	4% - but not more than \$ 1,716
14 - 18 Years	6% - but not more than \$ 2,574
19 Years or over	8% - but not more than \$ 3,431

*If worked nine (9) or more months of previous twelve (12) months, will receive maximum dollar figure shown; otherwise, the percentage shown.

The above listed maximum dollar amounts are intended by the parties to this Agreement to constitute the maximum amount of longevity payments which can be received by any one employee for the period (December 1st through November 30th). The maximum amounts of longevity as set forth herein shall be reduced by the amount of overtime paid which is attributable to longevity being included in the computation of overtime rates of pay for the period of December 1st through November 30th each year. (Example: If an employee is eligible for \$1,100.00 in longevity payments and has received, during the period, a total of \$20.00 in overtime premium payments which was attributable to longevity, that employee will be paid \$1,080.00 in lump-sum longevity payment for that period.)

42. RETIREMENT

A. DEFINED BENEFIT PLAN:

All officers shall participate in the Retirement System Pension Program, as explained in Chapter 10 of the Troy City Code. There shall be no unilateral changes in the pension benefits for members of this bargaining unit as set forth in Chapter 10 of the Troy City Code dated July 1, 1992 without written notice to the President of the Union. Upon notice, the Union may demand bargaining, in which case the City will bargain if it continues to desire to make the change.

Bargaining unit members hired after February 15, 2000 are not eligible to participate in the Defined Benefit pension program and shall participate in an IRS §401(a) Defined Contribution pension program.

Employee Contribution:

Effective February 15, 2000, the member's contribution to the Retirement System Pension Program shall be 4.0% of gross payroll (0.04 x gross payroll).

Medical Insurance:

Upon regular retirement, early retirement, or disability retirement, employees may be eligible for medical and hospitalization insurance, which is the same coverage as suffix _____ as of October 17, 2005.

For such employees retiring after February 20, 1996, the City will pay for medical and hospitalization coverage at the rate of 4% per complete year of retirement service to the City of Troy (max. 100%) for two (2) person coverage for retiree, spouse at the time of retirement, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance. A retiree may pay, at his/her own option and expense, the difference between a two-person and family rate.

Effective July 1, 2001, the City will provide fully paid medical insurance for 2-person coverage in the event of a duty death.

For purposes of this section, "spouse" and "two-person coverage" are defined as "spouse (or dependent child) at the time of retirement."

Computation:

For those officers who retire after February 15, 2000, the following elements will be included in the (Defined Benefit) pension benefits for Police Officers:

1. Eligibility for retirement shall be after 25 years of service regardless of age.
2. The pension annuity factor paid shall be 2.8% for each year of service up to a maximum of 25 years. For each year of service over 25 years, the pension annuity factor shall be 1.0%. Under no circumstances, however, shall the total pension annuity factor for all years of service rendered on behalf of the City of Troy exceed 75.0% of Final Average Compensation.
3. Final average compensation shall be based upon the best three (3) of the last ten (10) years of credited service.
4. Where applicable, a duty death benefit shall be provided to a surviving spouse which will equal no less than fifty percent (50%) of the deceased officer's FAC.
5. No current employee with more than twenty five (25) years of service to the City and whose current pension annuity factor exceeds 75.0% shall have his total pension annuity factor reduced as a result of the February 15, 2000 Arbitration Award. Future service shall, however, accrue at the rate of 1.0% for each year of service for said employee.

B. DEFINED CONTRIBUTION PLAN:

Employees hired on or after February 15, 2000 shall participate in an IRS §401 (a) Defined Contribution (DC) Pension Program. The DC plan is not available for employees hired before February 15, 2000 (except as noted in 42.D(3) below.)

1. Contribution rates:

Current Employees:	Employee - 5%
	Employer - 11%

Employees hired on or after October 17, 2005:	Employee - 6%
	Employer - 10%

2. Vesting Schedule for Employer Contributions: Employees hired after February 15, 2000 shall be 50% vested at three years, 75% vested at four years and 100% vested at five years.
3. Conversion: Employees hired before 2/15/00 will be given a window period from the date of ratification of the Agreement by both parties until 6/3/02, during which they may opt out of the DB plan and elect participation in the DC plan. Once an employee elects to participate in the DC plan, the decision is irrevocable; the employee cannot revert back to the DB plan.

Employees electing to participate in the DC plan shall have the actuarially determined value of their DB plan rolled over into the DC plan, and shall be immediately vested.

4. Participants in the defined contribution plan shall also participate in a disability plan equivalent to the defined benefit disability plan as set forth in the retirement ordinance. The City's liability for the disability benefit shall be offset (1) by an amount which may be payable pursuant to the Workers' Compensation Act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (a) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. Defined contributions shall include all contributions and income accumulated in the plan account whether derived by the contributions made by the employee or employer, including any amounts transferred into the plan. While the employee is receiving disability benefits or is receiving workers' compensation the City of Troy shall contribute the employer rate as contained in subsection 1 of this Agreement of the disabled employee's taxable wage for deposit in the defined contribution plan for the employee's benefits. The computed plan benefit shall not be less under the DC program than what it would have been under the defined benefit program.
5. Participants in the defined contribution plan shall also be covered in the event of death including non-duty death with a benefit equivalent to the defined benefit plan as set forth in the retirement ordinance. The City's liability for a death benefit shall be offset (1) by an amount which may be payable pursuant to the workers' compensation act, if applicable, and (2) by the lifetime annuity value of the employee's 401 (a) defined contribution retirement account, determined as of the effective date of the employee's death. The computed plan benefit shall not be less under the DC plan than what it would have been under the defined benefit program.
6. Upon regular retirement, early retirement or disability retirement, employees may be eligible for medical and hospitalization insurance, which is the same coverage as suffix number _____ as of October 17, 2005. If the employee meets the age and service requirements under the Defined Benefit Plan, the City will pay for medical and hospitalization coverage at the rate of 4% per complete year of service to the City of Troy (max. 100%) for two (2) person coverage for retiree, spouse at the time of retirement, or dependent child, provided that the retired employee or spouse is drawing benefits or a pension pursuant to the City of Troy Retirement Ordinance.

Effective July 1, 2001, the City will provide fully paid medical insurance for two-person coverage in the event of a duty death.

- C. Upon retirement, the retiree will receive his/her final payouts for holiday pay, vacation pay, and sick pay in a check separate from wages.
- D. Officers retiring after October 17, 2005 who are eligible for retiree health insurance coverage, whether they participate in the Defined Benefit or Defined Contribution Pension Plan, will have available to them, in addition to the BCBS DRI plan suffix referenced above, other health insurance plans with a \$5/\$10 drug rider, including PPO, HAP or Blue Care Network plans made available by the City.

43. WAGES

- A. Annual salaries for Police Officers are outlined in the following schedule:

	<u>July 1, 2005</u>	<u>July 1, 2006</u>	<u>July 1, 2007</u>
	\$	\$	\$
Step 1 (Start)	38,077	39,219	40,396
Step 2 (6 mos.)	42,126	43,390	44,691
Step 3 (end of prob.)	51,476	53,021	54,611
Step 4 (18 mos.)	53,542	55,149	56,803
Step 5 (2 yrs.)	55,897	57,574	59,301
Step 6 (3 yrs.)	59,288	61,066	62,898
Step 7 (4 yrs.)	62,233	64,100	66,023

- B. The above salaries are retroactive where applicable, and payable to all officers on the payroll as of the date of the arbitration award.

Any adjustment to wages, including annual salary, shall be effective on the pay period's beginning date closest or prior to the date specified in this agreement.

- C. If an officer who has completed probation does not receive a step increase in accordance with the appropriate schedule above, the matter shall be subject to the grievance procedure. Within thirty (30) days after the date of denial, the proposed step increase shall again be reviewed. The involved officer shall be advised of this review and shall have the opportunity to discuss it with the reviewing officer(s), the Captain, and the Chief. No such step increase shall be withheld longer than sixty (60) days.

- D. At the City's discretion, a new officer may be paid a starting salary different from that outlined in the schedule above. In such cases, the officer shall be eligible for future step increases consistent with the time intervals and frequency of an officer starting at Step 1, e.g. a new officer is hired at Step 3. This officer would be eligible for a pay increase to Step 4 after 6 months; to Step 5 after completion of probation; to Step 6 after 18 months; and to Step 7 after 2 years.
- E. Effective February 15, 2000, employees regularly scheduled by the City to work on the second or third shift (commonly referred to as the Afternoon and Midnight shifts, respectively) shall receive a shift bonus as provided below for a ten (10) hour work period for each such regularly scheduled day. The shift bonus shall be as follows:

Second Shift (Afternoons)	-	\$.25
Third Shift (Midnights)	-	\$.35

Effective October 17, 2005, the shift bonus shall be:

Second Shift (Afternoons)	-	\$.60
Third Shift (Midnights)	-	\$.80

The shift premium shall be paid to officers who qualify for it in a lump sum every two months.

- F. Assignment Pay: One Patrol Division officer shall be assigned to work at the walk-up desk for a period of forty (40) hours per week, with the Police Chief having the sole right to determine the shift and the days per week that the officer will work. The officer will receive a premium of 75 cents per hour for all straight time hours worked in this capacity. The officer to be assigned to this position shall be picked by seniority through the six (6) month bump procedure.
- G. Upon sixty (60) days notice, and not more than once in a twelve (12) month period, the City will make individual deductions for savings for TPOA members to not more than one financial institution for the group of TPOA members.

44. JUDICIAL REVIEW

If any article or section of this Agreement, or any supplement thereto, shall be held invalid by the operation of law or by any tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby.

45. DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from the date of execution until June 30, 2008, and thereafter until amended or modified. Either party may, between January 1, 2008 and March 1, 2008, serve written notice upon the other party of its desire to modify or amend this Agreement. In such event, the parties shall commence negotiations immediately on such proposed amendments for a succeeding contract. Any such amendment or modification would become effective after June 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon this
1st day of December, 2005.

FOR THE ASSOCIATION:
Troy Police Officers Association

Alex Bendwin
Peter Pizzom
Sam Moore
Michael D. Busino
Lisa Rocafellow

FOR THE EMPLOYER:
City of Troy, Oakland County,
Michigan

Louise Schilling
Louise Schilling, Mayor
John Szerlag
John Szerlag, City Manager
Tonni Bartholomew
Tonni Bartholomew, City Clerk
Peggy E. Clifton
Peggy E. Clifton, Human Resources Director

NOTES

LETTER OF UNDERSTANDING

TPOA Negotiations
August 31, 2005

The parties hereby agree that the Troy Police Officers Association will consider participation in an early out pension option that City management may advance as a cost savings measure.

FOR THE UNION:

Frank A. Bell
Victor Capomano
Sam Moore
Jim Rodolph

Date: _____

FOR THE CITY:

Paul J. Saff
Debra E. Clifton

Date: 9/19/05

