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6/30/92

COLLECTIVE BARGAINING AGREEMENT



between

City of Warren

and

Warren Police Officers Association

1989-1992

Warren, City of

Michigan State University
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RELATIONS LIBRARY



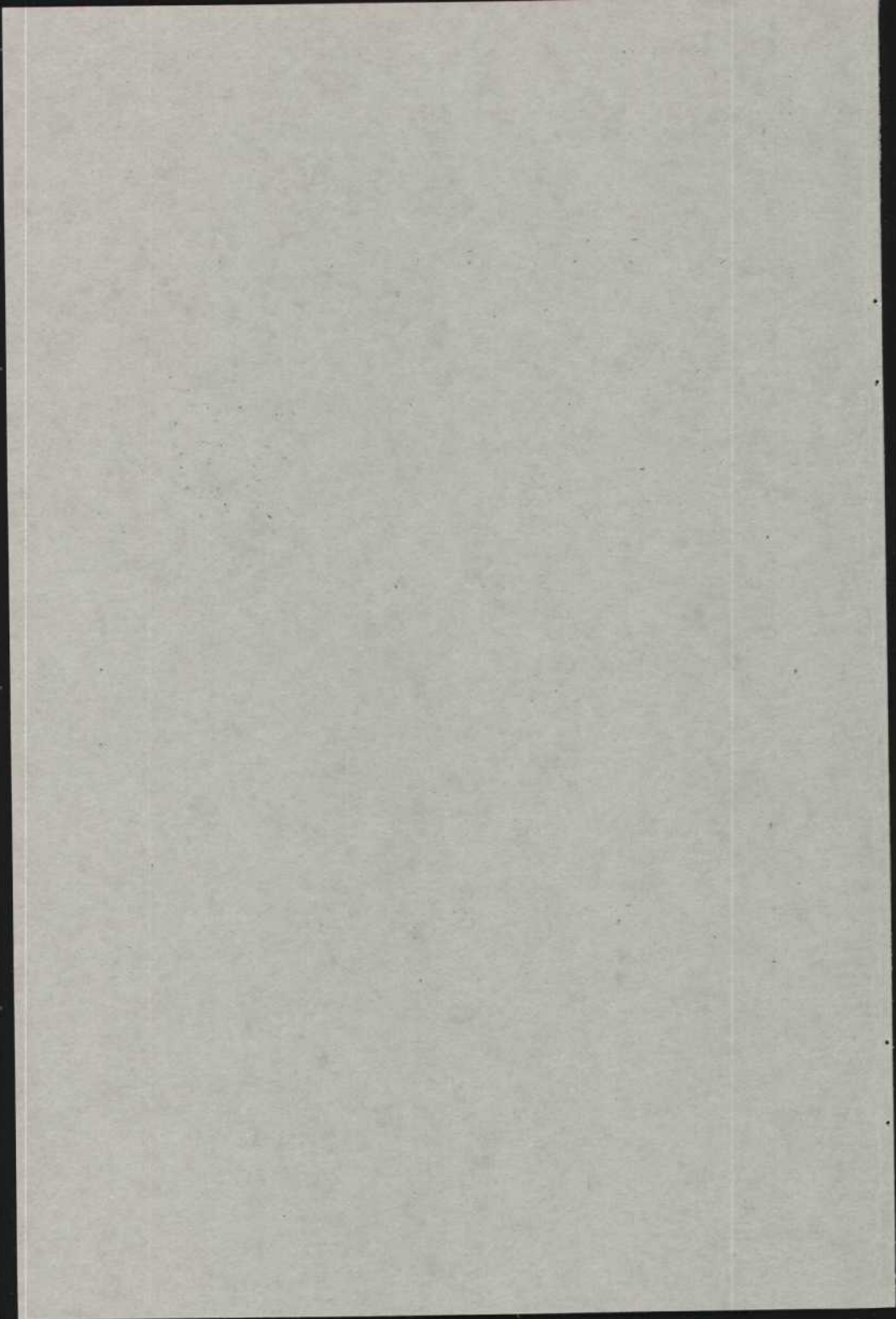


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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 9th day of November, 1990 by and between the CITY OF WARREN, hereinafter referred to as "Employer" and/or "City," and the WARREN POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Union" and/or "Association," acting on behalf of the employees within the unit for which the Union has been recognized as sole bargaining agent.

For the purpose of promoting and perpetuating friendly relations between the Employer and the employees covered by the Agreement and to establish conditions of employment, it is mutually agreed to as follows:

ARTICLE 1

W.P.O.A. RECOGNITION

A. The Employer recognizes the W.P.O.A. (Warren Police Officers Association) as the sole collective bargaining agency for employees in the classification and/or rank of Police Dispatcher, Cadet, Police Officer Candidate, Police Officer and Corporal.

B. The term "officer" when used in this Agreement shall mean employees in the rank of Police Officer and Corporal. The term "employee" shall mean anyone in the bargaining unit. Police Dispatchers, Police Cadets and Police Officer Candidates are not law enforcement officers, either on or off duty.

C. The Union shall represent probationary employees for the purpose of collective bargaining and in respect to rates of pay, wages, hours of employment and other conditions of employment, except discharged, disciplined, dismissed or laid-off probationary employees for other than Union activity.

D. The City of Warren recognizes the Warren Police Officers Association as the exclusive bargaining representative for those employees which it represents, as certified in

W.P.O.A. RECOGNITION - Continued

Michigan Employment Relations Commission Case Numbers R74 F-235, R78 C-152 and R86 C-130, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2

MANAGEMENT RIGHTS

A. Unless otherwise provided for in this contract, the Union recognizes that the City retains the sole right to manage its business, including the right to decide the services to be provided and the manner of providing them; to decide the work to be performed; to decide the number and location of divisions and facilities; to decide the type of equipment and the scheduling of services to maintain order and efficiency in its divisions including the scheduling of work; to hire, layoff, assign, transfer and promote employees; to determine the qualifications of employees; to determine and redetermine job content; to determine the starting time and quitting time; to make such rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its services; and to discipline and discharge employees for cause.

B. The City shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to clear and express restrictions on such rights, if any, as are provided in this Agreement.

C. The Union shall be notified in advance of anticipated major changes in working conditions having the potential effect on an entire bureau, or division within a bureau, or unit within a bureau, and conferences in good faith shall be held thereon before they are placed into effect. Emergency situations shall be excepted from this provision.

D. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority set forth in the City Charter of the City of Warren. Similarly, the City

MANAGEMENT RIGHTS - Continued

agrees that during the entire term of this Agreement, it will deal with the employees in good faith and that the rules and regulations of the Department will be interpreted and applied in a fair, just, and nondiscriminatory manner.

ARTICLE 3

DUES CHECKOFF

A. The Employer will deduct Union membership dues, initiation fees, service charges, service fees and assessments provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto as "Attachment A."

B. Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

C. The Employer will deduct Union membership dues, initiation fees, service charges, service fees and assessments from the pay of employees for the first pay period in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such deduction shall be withheld from the immediate subsequent pay period.

D. The Employer will withhold the pay of employees in any month only the deduction incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in such month.

E. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

F. All sums deducted by the Employer shall be remitted to the Secretary/Treasurer of the Union at 30500 Van Dyke Avenue, Suite 402, Warren, Michigan 48093, c/o W.P.O.A., which shall be done within seven (7) days of such deduction.

DUES CHECKOFF - Continued

G. In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's constitution; provided that in the event a new written authorization from the employee is necessary, such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly-certified amounts.

H. The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

I. The "Authorization for Deduction of Union Dues and/or Service Fees" hereinafter set forth, when executed, shall be binding upon the employee for the duration of this contract, except that any employee may revoke, alter or amend such "Authorization for Deduction of Union Dues and/or Service Fees" by notice in writing to the City within the thirty (30) day period prior to the expiration of this contract, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

J. The City shall notify the Union of the termination of employment of the dues paying employee. No "Authorization for Deduction of Union Dues and/or Service Fees" forms shall be accepted by the City unless they are forwarded through the Office of the Secretary/Treasurer of the Union.

K. It is understood and agreed that the provision for deduction of Union dues is for the benefit of the employees requesting same and the City is under no obligation to demand or request that employees authorize payment of Union dues or require such deduction as a condition of employment, and further

DUES CHECKOFF - Continued

that the obligation of the City does not extend beyond that hereinbefore set forth.

L. The following form, to be furnished by the Union, shall be utilized as authorization for such deduction of Union dues, assessments and/or voluntary contributions:

ATTACHMENT A
DEDUCTION AUTHORIZATION FORM

I, _____, the undersigned, as an employee of the Police Department of the City of Warren, do hereby request and authorize the City of Warren to deduct _____ from my earnings on the first pay period of every month, and to do so every month thereafter, and to pay same to the Warren Police Officers Association, 30500 Van Dyke Avenue, Suite 402, Warren, Michigan 48093, who has been selected by me and as the exclusive bargaining representative for all employees in the above unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated, and shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

Employee's Signature

M. The Employer shall provide the Association with notice of each new hire in the classifications covering this bargaining unit within ten (10) days from date of hire. With each notice of hire, the Employer will provide the name, date of hire, and specific classification to which each employee was hired.

ARTICLE 4

AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that any employee covered by this Agreement, who is not a member of the Union at the time this Agreement becomes effective, shall be required as a condition of employment to either become a member of the Union or pay a

AGENCY SHOP - Continued

service fee to the Union, which shall be equivalent to the Union monthly membership dues, for the duration of this Agreement. Any employee who fails to comply with the aforementioned requirement shall be deemed not to be in compliance with the aforementioned condition of employment and the City shall terminate his employment at the conclusion of a grace period of thirty (30) days following notification by the Union that the employee is not in compliance with this Article.

ARTICLE 5

REPRESENTATION

A. Union business shall not be conducted during working hours or in city work areas, except as provided by this Agreement.

B. The Union may be represented in contract negotiations with the City by a committee comprised of not more than five (5) members of the Union plus, if it chooses, any outside person or organization designated by the Union as its official representative. No more than one (1) of the Union members of the committee may be from the same shift in any of the following areas of assignment:

Youth Division
Special Investigation Division
Criminal Investigation Division

No more than two (2) of the Union members of the committee may be from the same platoon in the Uniform Division Road Patrol assignment. Voluntary transfers shall be permitted to accommodate the provisions of this Article. If voluntary transfers cannot be accommodated, the members shall be permitted to remain on the bargaining committee. Members of the bargaining unit will be excused from their regularly scheduled shift on those days which have been scheduled (as agreed to by both the W.P.O.A. and the City) for bargaining meetings. Platoon #1 bargaining committee members will be excused the following day after negotiations. If negotiations go into other than normal hours, the City will make the proper arrangements.

REPRESENTATION - Continued

In the event a negotiation meeting is cancelled by the City more than twenty-three (23) hours from its scheduled time or cancelled by the Union at any time, then the bargaining unit members who are otherwise scheduled to work shall report to their regular shift.

C. Employees covered by this Agreement shall be represented, for purposes of filing grievances, by stewards as hereinafter provided. The stewards, during their regular working hours without loss of time or pay, may investigate and present grievances to the City upon having received permission from their supervisor. The supervisor will grant permission provided that the steward's absence will not substantially interfere with the operation of the Department. The privilege of the stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their regularly assigned work at all times except as provided herein.

There shall be seven (7) stewards as follows:

Patrol Services Bureau (4)
Investigative Services Bureau (2)
Stewards at Large (1)

D. Duties and Rights:

Two (2) Union representatives will be excused in order to attend Union grievance meetings once a month.

Two (2) Executive Board members will be excused for the entire shift in order to attend monthly meetings provided they are scheduled to work afternoons or midnights. The other members of the Executive Board will be permitted to attend the business portion of the meeting while they are working with the approval of the platoon commander, provided that approval will not be unreasonably withheld. They will remain in service and attend to any police runs they may receive during this period.

In order to afford Executive Board members a mutually available meeting time, Executive Board members who are working shall be afforded one and one-half (1 1/2) hours a week to attend Executive Board meetings.

REPRESENTATION - Continued

E. The President, Vice-President, or the Secretary/Treasurer of the Association shall be afforded reasonable time during working hours, without loss of pay, to engage in legitimate representational activities. The President shall not wear a uniform or drive a marked City vehicle while he is on Union business.

F. In addition to the above, the W.P.O.A. shall have a total of eighteen (18) days per contract year, without loss of pay, for designated representatives to further W.P.O.A. business.

ARTICLE 6

GRIEVANCE PROCEDURE

A. A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

B. Every employee in the bargaining unit shall have the right to present grievances in accordance with the procedure provided herein.

C. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

D. Grievances shall be filed in writing within fifteen (15) days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement of the Union and the City. For purposes of this Article, all time periods shall be calendar days.

E. Grievances not appealed in writing by the Union to the next step within fifteen (15) calendar days, except as hereinafter provided for medical grievances and demand for

GRIEVANCE PROCEDURE - Continued

arbitration, shall be considered settled, without prejudice, on the basis of the last answer (provided that, in cases concerning medical grievances, the Union shall have an additional sixty (60) calendar days from receipt of the first step answer to appeal such answer to the second step). Grievances not answered on time may be moved to the next step. All time limits of the grievance procedure may be shortened or extended by mutual agreement in writing.

F. Grievances shall be processed according to the following procedure:

STEP 1 (a)

An employee who believes he has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of his steward. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his steward before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his steward.

STEP 1 (b)

If the matter is not satisfactorily settled by oral discussion at Step 1 (a), a grievance may be submitted in written form by the steward to the appropriate Deputy Chief. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, if any, that the grievant claims have been violated. The Deputy Chief and/or his designated representative(s) shall discuss the grievance with the steward and the aggrieved employee(s) within seven (7) days of his receipt of the grievance and render a written answer within seven (7) days of such discussion.

GRIEVANCE PROCEDURE - Continued

STEP 2

If the grievance is not satisfactorily settled at Step 1, the grievance may be referred to the Commissioner. The Commissioner and/or the Assistant Chief or their designated representatives will hold a meeting with a committee of the Union composed of the President and/or his designated representative and the members of the Grievance Committee which will be held within seven (7) days after referral to this step to discuss the grievance. If not satisfactorily adjusted at this meeting, the Commissioner and/or the Assistant Chief or their designated representatives shall give their written answer within seven (7) days of the meeting.

STEP 3

If not satisfactorily settled at Step 2, the grievance may be referred to the Labor Relations Director. A meeting between the Labor Relations Director and/or his designated representative(s) and a committee of the Union composed of the President or his designated representative, or both, and members of the Grievance Committee shall be held within seven (7) days after referral to the Labor Relations Director to discuss the grievance. If not satisfactorily adjusted at this meeting, the Labor Relations Director or his designated representative shall give his written answer within fourteen (14) days of the meeting.

STEP 4 - ARBITRATION

1. Any unresolved grievance, having been processed through Step 3 of the grievance procedure, may be submitted to arbitration by the Union or City only in accordance with this Article. The right to proceed to arbitration shall exclusively be held by the Union or the City only. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. Contemporaneous with the filing of the demand to arbitrate, notice shall be given to the Federal Mediation and Conciliation Service or American Arbitration Association, with a request for said Agency to appoint an arbitrator in accordance with its rules and regulations.

GRIEVANCE PROCEDURE - Continued

2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision:

a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.

b. Granting any wage increases or decreases.

c. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement. This shall not be the case, however, with regard to grievances over wages, hours, or other terms and conditions of employment which were made effective prior to the execution date of this Agreement.

3. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate or relinquish.

4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.

5. The decision of the arbitrator shall be final and binding upon the City, the Association, and the affected employee(s), and there shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement.

6. The right of the Union or City only to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 3 of the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City.

7. In the event a case is appealed to arbitration and the arbitrator finds that he has no power to

GRIEVANCE PROCEDURE - Continued

rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

8. The City and the Association shall individually make arrangement for, and pay the expense of, their respective witnesses who are called by them. The expenses of the arbitrator shall be shared equally by the City and the Association.

9. The aggrieved, a local representative, and witnesses testifying before such proceeding shall not lose pay for the time off the job while attending the arbitration proceedings.

10. All records, reports and other information pertaining to a grievance which the requesting party seeks to utilize in an arbitration proceeding shall be made available for inspection by the requesting party within ten (10) days from written request to the Labor Relations Director, or twenty (20) days prior to the arbitration hearing, provided a request for the specific document(s) is made in a timely manner. Failure to provide the requested information shall preclude the party from whom it was requested from introducing it as evidence in arbitration.

Provided, however, this provision shall not preclude either party from making subsequent requests or providing additional information.

11. The City and the Union may mutually agree to submit a case to expedited arbitration under procedures agreeable to the parties, where both parties agree that expedited arbitration would be beneficial.

G. Grievances affecting more than one (1) employee may be treated as a group grievance which will initially be filed with the Deputy Chief in whose bureau or division the dispute arose. In the event the grievance applies to more than one bureau, the group grievance will be entered at the second (2nd) step of the grievance procedure.

GRIEVANCE PROCEDURE - Continued

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

I. The Union may create a Health and Safety Committee, which Committee shall be empowered to meet with the Police Department administration when the time arises to discuss and offer suggestions with respect to matters of health and safety. Areas of discussion may include police-related equipment, safety features on new vehicles and maintenance of vehicles already in service. The Department will give prompt consideration to suggestions offered by the Health and Safety Committee and will notify the Committee of any decision made with respect thereto. Health and safety matters may be the subject matter of a grievance and it is expected that immediate health and safety complaints should be taken up with the employee's supervisor and an attempt made to resolve it at that level. If the above procedure fails to resolve the problem, the grievance procedure shall intervene at Step 2.

J. Grievance meetings will be scheduled at a mutually agreeable time within the time limits set forth in the grievance procedure. In the event a mutually agreeable time cannot be reached, the grievance may be processed to the next step.

ARTICLE 7

DISCIPLINARY PROCEDURES

A. Before a written reprimand is placed in an employee's file or other discipline imposed, it shall be explained by the supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies. Written reprimands shall be removed from the employee's file upon the request of the employee, (which request shall not become part of the employee's file), after two (2) years if

DISCIPLINARY PROCEDURES - Continued

there is no additional disciplinary action taken within the said two-year period. Written reprimands shall be removed from a Cadet's file upon the request of the Cadet, (which request shall not become part of the Cadet's file), after three (3) years from the time of the incident if there is no additional disciplinary action taken within the said three-year period. The request and written reprimand shall be returned to the employee within ten (10) days of request.

B. Any written reprimand or other disciplinary action taken by the Commissioner of Police or his representative may initially be referred by the employee to the Commissioner. An informal meeting between the Commissioner or his representative, the employee and his representatives shall be held within seven (7) days from request.

In the event the matter is not satisfactorily resolved, the employee shall have fifteen (15) days to appeal the matter whether it be through the grievance procedure at Step 3 or to the appropriate Civil Service Commission, but not both, as provided in Section E herein. The Union shall decide whether the grievance be submitted to arbitration. During said fifteen (15) day appeal period, the Department shall provide the employee with all reports, statements, and documents relating to the specific disciplinary incident.

C. The decision of the Arbitrator shall be final and binding upon all parties and there shall be no appeal from the Arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement.

D. In all cases of disciplinary proceedings, the employee to be interrogated may, if he so desires, have a Union representative present during such interrogation as an observer/advisor. Such representative shall not, however, impede the progress of the interrogation. In all cases the Employer shall advise the employee of his right to have a Union representative present. Nothing in the foregoing shall abridge

DISCIPLINARY PROCEDURES - Continued

the right of the commanding officer to counsel, advise or admonish in a civil tone an employee under his command in private.

E. Provided, however, that an employee shall have the option to appeal any written reprimand or other disciplinary action taken by the Commissioner by following the procedures set forth in the provisions of Act No. 78, Public Acts of 1935, as amended, or in the case of Police Dispatchers, City Civil Service, as amended, or the aforementioned grievance/arbitration appeal provision, but not both.

F. Limitations:

1. In the event that an employee shall agree to and accept a reprimand or other disciplinary action imposed at the initial stage of the proceedings, said reprimand or discipline shall be final and binding upon all parties (such acceptance will not be deemed as precedent setting), and a copy thereof shall be provided to the Union.

2. In the event that an employee shall not agree to and accept a reprimand or other disciplinary action at the initial stage, then the charges upon which the discipline is to be based shall be submitted to the employee in written form signed by the supervisory officer making such charges and a copy thereof shall be immediately forwarded to the W.P.O.A.

3. In no event shall the charges against an employee or the disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process unless newly-discovered evidence which is presented at any stage of the appeal process clearly justifies the imposition of increased or broadened disciplinary action.

G. Provided, however, that nothing contained herein shall limit the discretion of the Commissioner of Police to convene a Departmental Board of Inquiry to assist in the investigation of charges preferred against employees of the Department.

DISCIPLINARY PROCEDURES - Continued

H. Employee Rights:

1. It is recognized that any action or inaction taken by an employee may be subject to review or investigation in order to preserve the integrity of the profession, and to meet the City's responsibilities to the citizens of the community which it serves. Such an investigation, whether initiated by the Department itself or as a result of a citizen complaint, shall be carried out in an expeditious and professional manner. No charges will be brought against an officer as a result of a citizen complaint unless the complaint is sworn to and in writing or unless the Department obtains further evidence which substantiates the basis for the charges. Employees shall receive a copy of any citizen complaint prior to answering any questions regarding the charges. Provided, however, that nothing in this section, nor in any other section of the Agreement, shall abridge the right and privileges of those individuals involved which are guaranteed by the laws of the State of Michigan, the Constitution of the State, and the Constitution of the United States.

Implementation of the above philosophy shall include, but is not necessarily limited to, the following procedures:

a. The interview of the employee relating to the subject incident will be accomplished at the discretion of the Department; provided, however, that all reasonable efforts will be made to conduct the interview during the employee's normal working hours. In the event it is necessary that an employee be required to appear at an interview outside of normal working hours, such employee will be compensated at the overtime rate for time so spent.

b. The refusal by an employee to answer questions propounded to him as part of an official investigation of this Department and which are specifically directed and narrowly related to the performance of his official duties may subject the employee to disciplinary action, including departmental charges which may result in his dismissal from the Department.

DISCIPLINARY PROCEDURES - Continued

c. If the employee does answer, neither his statements nor any information or evidence which is gained by reason of such statements may be used against him in any subsequent criminal proceeding. However, these statements may be used against the employee in disciplinary action, including departmental charges.

d. In the event that the Department chooses to proceed criminally against the employee for any violation of the law, no interrogation shall take place unless a representative and/or counsel of the employee's choosing is present. The representative or counsel selected by the employee may counsel the employee prior and during the interrogation and object to any questions asked, and the interrogation will immediately terminate at the request of the employee or his representative or counsel.

e. Notwithstanding any of the foregoing, any officer involved in a shooting, or any other serious matter where death could result, shall not be bound as a condition of employment to make an oral or written statement, to include a preliminary crime report (Form 11), until such time as the officer has been able to contact an Association official and has had a reasonable time to discuss the incident with an Association lawyer. The Association pledges its best efforts to assure that the Department's investigation is conducted in an expeditious fashion, and the employee shall provide initial cursory information which may be vital when an immediate investigation is required.

2. An employee's locker shall not be opened for any reason, including inspection, without the employee or representative present.

3. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m. Monday through Friday excepting holidays.

DISCIPLINARY PROCEDURES - Continued

4. Employees shall acknowledge receipt of oral reprimands used in the progressive disciplinary process as set forth herein. Oral reprimands received within six (6) months of a written reprimand may be included in an employee's personnel file. They shall be considered part of the written reprimand. Oral reprimands shall not be included in an employee's personnel file unless accompanied by a subsequent written reprimand.

5. The Employer shall be precluded from introducing any employment information in any disciplinary proceeding, unless said information is maintained in the employee's Police Department personnel file, or is specialized information maintained by other departments (Controller, Civil Service, Insurance, Retirement). Dismissed probationary employees, disciplined employees, retiring employees, or other employees separating employment, shall receive without cost a copy of their personnel file upon submitting a written request. This shall not preclude the past practice of employees receiving without cost copies of specific documents regarding their employment.

6. An employee may be referred by the Employer for evaluation by an independent and qualified physician if a substantial basis exists for concluding that an employee might endanger other workers or Employer's property, or that because of a mental condition the employee cannot properly perform his work. Under these circumstances the employee shall participate in the evaluation, provided however in the event there is a dispute as to whether these circumstances exist, it may be submitted to the grievance procedure. Said evaluation shall not be used as a disciplinary action.

ARTICLE 8

ASSIGNMENTS

The Department shall make job assignments within the ranks of Police Officer and Corporal on the following basis:

ASSIGNMENTS - Continued

A. Job assignments shall be made in order of rank seniority from a list established for this purpose by the Department which shall remain in effect for a period of one (1) year from its posting. Job assignments shall be filled by an employee from the list in effect at the time the vacancy occurs. Copies of all postings and lists shall be provided to the Association upon their issuance.

B. During the period of December 10 to January 20, the Department shall post notice on the bulletin board for all assignments along with the qualifications needed for not less than twenty-one (21) days. The twenty-one (21) day posting shall be completed during this period. Said qualifications shall be related to the job sought to be filled. Officers may file written requests for the job. The Department shall, at its discretion, conduct an interview and/or an objective written pass/fail test for the purpose of determining whether the applicants meet the posted qualifications. Notification of a written objective test shall be included in the job posting. Said posting shall also identify the materials from which said written objective test is based. The Department shall provide said materials to the applicants in an equalized fashion. The Department shall determine whether or not an applicant either meets or fails to meet the posted qualifications. Any applicant who fails to meet the qualifications may submit the matter to the grievance procedure in order to show that said determination was unfair, arbitrary or capricious.

In the event the Department determines it will administer an objective written pass/fail test, it may be given more than once if it is given in two (2) consecutive sessions (no time gap between sessions). The Department will take all reasonable steps to preserve the integrity of the test. Employees taking the test off duty shall receive call-in time. If more than fifteen (15) employees sign up for the test, only the top fifteen (15) seniority employees would be permitted to take the test.

ASSIGNMENTS - Continued

If none of the fifteen (15) most senior applicants passes the test or accepts the assignment, the remaining applicants (15 at a time) shall be given the opportunity for testing. The list (from original posting of eligibility list) shall remain in effect for one (1) year or until all applicants have had the opportunity for testing and the list has been exhausted, whichever occurs first.

The eligibility list shall become effective February 1st and shall expire on the following January 31st. Assignments shall be made in accordance with Paragraph C. Testing under Paragraph B shall take place among persons on the assignment lists only when it is anticipated that there shall be a position vacancy. Within twenty-one (21) days of attaining promotion or qualification, officers shall be given the opportunity to sign up on the current "assignment lists"; and the Department shall advise newly-promoted Corporals of this right. Positions not filled from February "assignment lists" will not be reposted and the job will be filled by "transfer request" in order of seniority and in accordance with Paragraph C. There shall be a ten (10) day notice for "transfer requests." In the event there are no "transfer requests," the position will be filled by reverse seniority.

C. Among those applicants who have met the posted qualifications for the assignment, a list shall be established in order of rank seniority, with the highest rank seniority applicant receiving the assignment. The applicant receiving the assignment shall be subject to a ninety (90) day evaluation period, except in the case of assignments to Aviation, Evidence Technician and Traffic Engineer where the evaluation period shall be one (1) year, during which time he may be removed from said position. Said removal may be submitted to the grievance procedure in order to show that said action was unfair, arbitrary or capricious.

ASSIGNMENTS - Continued

D. An officer who accepts an assignment under this Article must remain in the position for one (1) year, except in the case of Aviation where an officer must remain in that position for five (5) years as a Police Officer, or except when mutually agreed otherwise. During said one (1) year period, the Employer shall not alter the job content so as to create new qualifications for that assignment. In the event of change of qualification, the employee currently in the assignment, after one (1) year in the assignment, will be given the first opportunity to meet the new qualifications. Employees on the current list will be given the second opportunity to meet the new qualifications.

E. Assignments in the Special Investigation Division below the rank of Corporal, excepting Liquor Control, are not subject to this Article.

F. In the event an officer is transferred from one assignment to another on a temporary basis due to manpower requirements, reassignment to the initial job shall not be considered a job opening for purposes of this Article.

G. Notwithstanding any provision of this Article, the Employer may make temporary assignments of probationary officers within its discretion; provided, however, that upon termination of said officer's probationary period, the job opening shall be filled as provided for in this Article. Furthermore, the job assignment procedures contained herein may be waived by mutual written consent of the Employer and the Association.

H. The Employer may make temporary assignments of officers within its discretion which shall be limited to ninety (90) days. Upon termination or prior to said ninety (90) day period, a job opening shall be filled as provided in this Article. Provided further, that in selecting an officer temporarily for an assignment, the fact that said officer has served in the job assignment shall not create a preference for that officer in permanently filling that assignment.

ASSIGNMENTS - Continued

I. Notwithstanding any section of this Article to the contrary, in the event an employee becomes handicapped to the extent he cannot perform his regular job, a reasonable effort will be made to place the employee in an assignment within the bargaining unit. It is understood that employees receiving job assignments under this section must be able to perform the duties of the position. The Union and the City will work in conjunction in finding a suitable position.

J. Job assignments shall be made and held according to the following designated ranks. In the event an officer no longer holds the designated rank of his assignment, then he shall immediately be transferred from that assignment.

JOB ASSIGNMENTS BY DESIGNATED RANK

Corporal Jobs

Auto Theft Squad (WAYMAC)	Fatal Squad
Aviation ^{1/}	Fiscal Officer
Communications	Gun Range Armorer
Crime Prevention	Gun Range Assistant ^{2/}
Criminal Investigation	Macomb Auto Theft Squad (MATS)
Criminal Surveillance	Special Investigations (Detective)
Crisis Negotiator ^{2/}	Training Corporal
Emergency Response Team ^{2/}	Youth Bureau

1/ This position will initiate as a Police Officer job. Upon promotion, Corporals are permitted to remain in Aviation but no more than two (2) Corporals shall be assigned to that position at any time. A Police Officer assigned to Aviation at the time of his promotion to Corporal will be permitted, at the officer's option, to remain in Aviation as a Corporal (Corporal seniority prevails). A Corporal exercising his option to remain in the Aviation Unit shall remain in that position for at least one (1) year unless mutually agreed otherwise.

2/ This position shall be posted for rank of Police Officer or higher. Qualified applicant with highest Department seniority shall receive the position.

ASSIGNMENTS - Continued

Police Officer Jobs

Abandoned Autos	Liquor Enforcement
Aviation ^{1/}	Motorcycles
Breathalyser Operator	Parking Enforcement
Communications	Polygraph Operator ^{4/}
Community Policing Unit	Precision Driving Instructor
Court Officer	Property Officer
CPR Instructor	Radar
Crisis Negotiator ^{2/}	Radio Room/Warrants
Defensive Tactics Instructor	Subpoena Server
Emergency Response Team ^{2/}	Traffic Coordinator/Statistician
Evidence Technician Unit ^{3/}	Traffic Engineer ^{5/}
Gun Range Assistant ^{2/}	Traffic Safety
Jail ^{3/}	Undercover Officer (SID)
Licensing and Liquor	Warrant Officer

The rank (Police Officer or Corporal) of any newly-created position shall be subject to negotiations between the parties.

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- 1/ This position will initiate as a Police Officer job. Upon promotion, Corporals are permitted to remain in Aviation but no more than two (2) Corporals shall be assigned to that position at any time. A Police Officer assigned to Aviation at the time of his promotion to Corporal will be permitted, at the officer's option, to remain in Aviation as a Corporal (Corporal seniority prevails). A Corporal exercising his option to remain in the Aviation Unit shall remain in that position for at least one (1) year unless mutually agreed otherwise.
 - 2/ This position shall be posted for rank of Police Officer or higher. Qualified applicant with highest Department seniority shall receive the position.
 - 3/ Effective July 1, 1990, all officers regularly assigned to this position per Article 8 shall receive a five percent (5%) premium over the base salary of the particular officer at that time. This premium shall be paid like shift premium, but shall be paid biweekly.
 - 4/ In the event there are no qualified Police Officers signing up for the polygraph assignment, the Department may post for Polygraph Operator in the Corporal rank.
 - 5/ This position shall initiate as a Police Officer position and shall continue to be held by the officer regardless of rank.

ASSIGNMENTS - Continued

K. Cadets and/or Police Officer Candidates may be assigned to jail duties subject to all of the following conditions:

1. Cadets shall have successfully completed at least three (3) months of Cadet service;
2. There are insufficient Police Officer volunteers;
3. At all times, there is at least one sworn Police Officer working jail duty with the Cadet or Police Officer Candidate;
4. Cadets and Police Officer Candidates shall have successfully completed courses in:
 - a. Jail procedures;
 - b. Search techniques;
 - c. Self-Defense procedures;
 - d. Scott Air Pack procedures;
5. Cadets and/or Police Officer Candidates shall not transport, transfer or otherwise remove prisoners from the jail.

L. In the event a nonexempt Road Patrol job is eliminated so as to result in the need for reassigning personnel, said reassignment shall be by seniority. An employee whose job is eliminated may utilize his seniority to "bump" a lower seniority employee from his nonexempt Road Patrol position. Under this procedure, the lowest seniority nonexempt Road Patrol officer will be placed into the Uniform Patrol Division, assuming the absence of a higher seniority volunteer.

M. The positions listed below shall be exempt from the above procedure:

Aviation Pilot Observer
Polygraph Operator
Traffic Engineer
Handicapped Officers
Undercover Officer

SENIORITY

A. Seniority Defined:

Police Officer seniority is defined as service with the Police Department as a Police Officer or Police Officer Candidate. In the case of Police Dispatchers and Cadets, seniority commences with the date of hire with the City of Warren; such time shall not be included as Police Officer seniority, but shall be recognized as service time for qualification of benefits as provided in this Agreement. Police Dispatchers shall serve a one-year probationary period from date of hire as a Dispatcher.

Time spent in the Armed Forces on military leaves of absence and time lost because of duty-connected disability retirement shall be included, except as provided in Article 10 herein.

For the purposes of this Agreement, new employees shall acquire seniority upon completion of their probationary period, which shall date back to the original date of hire.

B. Forfeiture:

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

1. Dismissal.
2. Absent without leave for a period of five (5) working days or more. (Exceptions to this may be made by the City on grounds of good cause for failure to report.)
3. Regular service retirement.
4. Resignation.

C. Except as provided in Article 11, layoff and recall shall be subject to the provisions of Act No. 78, Public Acts of 1935, as amended. Or, in the case of Police Dispatcher, layoff and recall shall be in accordance with the present provisions of City Civil Service.

Employees being laid off shall be given written notice, when circumstances permit, fourteen (14) days in advance of such

SENIORITY - Continued

layoffs. The Union President shall also be given written notice, when circumstances permit, of all layoffs in the bargaining unit fourteen (14) calendar days in advance of such layoffs.

D. An up-to-date seniority list showing the names and date of hire shall be furnished the Union every twelve (12) months.

E. Insofar as there are Cadets within the employ of the City, the number of Police Officer and Corporal bargaining unit members shall not be reduced below the highest number of budgeted Police Officer and Corporal bargaining unit positions as of July 1, 1980.

ARTICLE 10

LEAVE OF ABSENCE

Bargaining unit members, upon written request, shall be granted a voluntary leave of absence for up to eighteen (18) months. Said leave of absence shall be without pay or benefits, and the employee shall not accrue seniority while on such leave. Seniority shall be frozen during the leave of absence. An employee shall not be eligible to take another leave of absence for at least two (2) years after returning from a leave of absence. Employees shall give a 30-day written notice before returning from leave of absence. Filling of the vacancy created by the leave of absence may be delayed for up to ninety (90) days; after ninety (90) days the vacancy shall be filled forthwith. Annuity withdrawal is not available to an employee on a leave of absence.

ARTICLE 11

CADET RECALL

A. All laid-off Cadets shall be placed in order of original hire with the Warren Police Department on a "recall list" to fill vacant or otherwise available positions in the Police Officer classification.

CADET RECALL - Continued

B. Assuming a laid-off Cadet(s) is otherwise qualified to fill the Police Officer position, said Cadet(s) shall be recalled from layoff to fill a Police Officer classification position. Laid-off Cadets shall be so recalled in order of date of hire with the Warren Police Department (first Cadet hired shall be first recalled).

C. In the event a laid-off Cadet is not qualified to fill the Police Officer position at the time of recall, he shall be temporarily passed over and said passed over Cadet shall remain on said recall list for a period not to exceed three (3) years less his length of Cadet service, in order to obtain the necessary qualifications to fill the Police Officer classification. Upon obtaining said necessary qualifications, said Cadet shall be recalled to the next available Police Officer position. If a laid-off Cadet does not obtain the necessary Police Officer qualifications within said period, he shall be removed from the recall list and shall not receive further consideration for recall to the Police Officer classification, or any other classification in the classified services of the City.

D. All laid-off Cadets shall be recalled to available Police Officer positions (assuming they are otherwise qualified) at the earliest available opportunity. Cadets not presently qualified for available Police Officer positions shall be recalled in the manner and within the time period outlined in Paragraph C.

E. This Agreement shall supersede and prevail over conflicting provisions of the Police and Fire Civil Service Act, being MCLA 38.501, et seq., Rules and Regulations of the City of Warren Police and Fire Civil Service Commission, Police Cadet Training Act, being MCLA 38.521, et seq., and any other statutes, rules or prior agreements to the contrary. All nonconflicting provisions of said laws, rules, regulations and agreements shall remain in full force and effect.

ARTICLE 12

WAGES AND COST OF LIVING ALLOWANCE

A. Wages:

Employees shall receive raises retroactively in accordance with the following schedule:

7/1/89	4%
7/1/90	4%
7/1/91	5%

The July 1, 1991 pay rates reflected below do not include cost of living "fold in" as provided for in Section B.3 of this Article, which shall be folded in.

1. Police Officers and Police Officer Candidates hired prior to December 1, 1986 shall receive the following rates:

<u>Police Officer*</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Induction	29,882	31,337	32,904
1 Year	31,075	32,578	34,207
2 Years	32,264	33,815	35,506
3 Years	33,453	35,051	36,804
4 Years	34,789	36,441	38,263

Corporals shall receive ten percent (10%) above the maximum rate of Police Officer. The Corporal rates shall be:

	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Corporal	38,268	40,085	42,089

2. Police Officers hired after December 1, 1986 shall receive the following rates:

<u>Police Officer</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Induction	24,405	25,641	26,923
1 Year	26,480	27,799	29,189
2 Years	28,557	29,959	31,457
3 Years	30,634	32,119	33,725
4 Years	32,711	34,279	35,993
5 Years	34,789	36,441	38,263

* All employees hired prior to December 1, 1986 shall be red circled and as such shall not be subject to the above starting rates and increment schedule for employees hired after December 1, 1986.

WAGES AND COST OF LIVING ALLOWANCE - Continued

3. Police Officer Candidates hired after December 1, 1986 shall receive the following rates:

	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Police Officer Candidate	20,999	22,099	23,204

4. Police Cadets hired prior to December 1, 1986 shall receive the following rates:

<u>Police Cadet*</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Induction	20,250	21,320	22,386
1 Year	20,841	21,935	23,032
18 Months	21,087	22,190	23,300
24 Months	22,552	23,714	24,900
30 Months	24,018	25,239	26,501

5. Police Cadets hired after December 1, 1986 shall receive the following rates:

<u>Police Cadet</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Induction	18,727	19,736	20,723
1 Year	20,049	21,111	22,167
18 Months	21,372	22,487	23,611
24 Months	22,695	23,863	25,056
30 Months	24,018	25,239	26,501

Maximum permissible time as a Cadet is thirty-six (36) months at which point said Cadet would either be advanced to a Police Officer classification or terminated.

6. Police Dispatchers shall receive the following rates:

<u>Police Dispatcher</u>	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Induction	18,727	19,736	20,723
1 Year	19,905	20,961	22,009
2 Years	21,082	22,185	23,294
3 Years	22,260	23,410	24,581
4 Years	23,437	24,634	25,866
5 Years	24,617	25,862	27,155

* All employees hired prior to December 1, 1986 shall be red circled and as such shall not be subject to the above starting rates and increment schedule for employees hired after December 1, 1986.

WAGES AND COST OF LIVING ALLOWANCE - Continued

7. Whenever an employee is assigned the duties and responsibilities of a higher rank because of the temporary absence of the incumbent, then such employee shall be compensated at the higher rate for the performance of these duties if said assignment lasts more than four (4) hours. Any employee appointed within the Department to serve in an acting position of a higher classification shall receive all benefits incident to that classification.

8. Paydays: All employees shall be paid every other Thursday for the two (2) weeks prior to that payment. When the payday falls on a legal holiday, the employees shall be paid on the preceding day.

B. Cost of Living:

All employees covered by this Agreement shall be entitled to receive a cost of living allowance as determined below; provided, however, that employees in the rank of Police Cadet shall be entitled to receive the cost of living allowance only after eighteen (18) months of service.

1. The cost of living allowance will be determined in accordance with changes in the Consumers Price Index for All Urban Consumers, U.S. All Cities, published by the Bureau of Labor Statistics, U.S. Department of Labor (1967 = 100) and hereinafter referred to as the index.

2. Quarterly, each employee shall receive a one cent (\$.01) adjustment for each .4 increase in the index for all hours paid for during the previous quarter up to a maximum of eight cents (\$.08) per quarter. Payment shall be made by the second payday following the close of each quarter and shall be computed upon the index published immediately prior to the quarter upon which the cost of living payments are based. For example, quarterly payments that are made based upon the hours paid for during the October 1 to December 31 quarter shall be computed based upon the September 30 index. It is to be understood that the basic index for each successive quarter shall be as of the end of the previous quarter.

WAGES AND COST OF LIVING ALLOWANCE - Continued

3. The amount of increase which has occurred from July 1, 1989 to December 31, 1989, and each six (6) months thereafter, up to a maximum of six cents (\$.06) per hour will be added to the pay rate for each classification covered by this Agreement.

4. Decreases in the index will not result in a downward adjustment in the amount added to the wage rate under the previous section. Recovery from decreases will not be reflected in the wage rate until the index rises above the previous maximum value. The amount of the cost of living allowance in effect at the time shall be included in computing overtime and vacation pay.

C. Deferred Compensation Plan:

Employees shall be permitted to participate in the deferred compensation plan offered to any other City employees. The Union shall appoint one member to serve on the Deferred Compensation Committee. Participation at the meetings and functions shall be in an advisory capacity only. Employees may elect to defer compensation in addition to their regular biweekly deductions by submitting written notice (form to be provided) to the Controller's Office within thirty (30) days of the anticipated deduction. Sign-up periods remain biannual.

ARTICLE 13

WORKING HOURS AND OVERTIME

A. Hours of Work: All employees' workweek shall be forty (40) hours consisting of five 8-hour workdays. Each employee shall be allowed one-half hour for lunch within each regular workday. Police Dispatchers shall also receive two 15-minute paid breaks. The employees' two days off shall be consecutive subject to the emergency requirements of the Department.

1. Steady Shifts:

a. Employees shall be assigned to work steady shifts. Shift preference selection sheets will be filled out by eligible Patrol Division personnel who will indicate

WORKING HOURS AND OVERTIME - Continued

first, second and third choices. Shift assignment will be made annually by seniority at the beginning of the 28-day cycle preceding May 1 each year. Provided, however, a platoon having over 33 1/3% of officers with less than three years experience, excluding probationary officers, will be adjusted using voluntary reverse seniority. Officers assigned to the split shift will be drawn from the Third Platoon by seniority.

b. Cadets during their first twelve months of employment and probationary officers are not affected by this policy and will continue to be scheduled during said period according to the needs of the Department as determined by management, and with the best interest of the employee's development.

c. In the event of transfers, the transferred employee shall work the shift of the employee into whose position he transferred until the next shift pick, at which time the employee shall utilize his own department seniority for selection of his shift.

d. Employees shall be permitted to voluntarily trade time insofar as the trade is completed within one calendar year. The City shall maintain adequate records of all time traded, except employees shall provide written notice of trade to the Watch Commander until May 1, 1987. The Department will recognize emergency situations where written notice can be given after the trade. The issue of written notice of trades shall be subject to discussions between the parties after May 1, 1987.

2. Posting of leave days shall occur according to the following procedure. The Employer shall post leave days by the 18th day of the 28-day cycle preceding the 28-day cycle in which the days are to be taken for all employees. For those employees who select their leave days, the Employer shall issue leave day selection slips to said employees seven (7) days prior to the end of each 28-day cycle. The employees shall be

WORKING HOURS AND OVERTIME - Continued

required to submit the selection slip on or before the 5th day of the following 28-day cycle. If an employee fails to submit the selection slip to the Employer within the above-stated period, the Employer shall have the right to assign leave days for that employee. After the posting by the 18th day of the 28-day cycle, leave days for the following 28-day cycle shall not be changed or modified except by mutual agreement between the employee and Employer. When it becomes necessary to cancel a leave day due to an emergency as stipulated in Chapter 7, Section 7.18 of the Warren City Charter, all employees affected shall be paid overtime and/or call-in pay as provided for in Sections B and C of this Article. Certain areas, such as the Detective Bureau or other bureaus of the Department, may work different 28-day schedules upon mutual agreement of the City and the W.P.O.A.

B. Overtime: An employee shall be credited with compensatory time for all overtime worked at the rate of time and one-half. The employee has the option of taking compensatory time off or allowing his time to accumulate to a minimum of eight (8) hours and turn it in for cash payment. Provided, however, notwithstanding the foregoing it is understood that the W.P.O.A. members who are subject to the 480-hour accrued compensatory time provision of the Fair Labor Standards Act (F.L.S.A.) are Police Cadets, Police Officer Candidates, Police Officers and Corporals. The members of the W.P.O.A. known as the Police Dispatchers are subject to the 240-hour compensatory time bank provision of the F.L.S.A. A one hundred fifty (150) hour maximum shall be placed on the amount of overtime that may be accumulated. Employees shall be permitted to utilize compensatory time unless its use would be unduly disruptive to Police Department operations. In determining whether undue disruption occurs, the City will utilize as part of its guidelines the elements set forth by the United States Department of Labor, which are:

WORKING HOURS AND OVERTIME - Continued

1. Normal work schedule;
2. Anticipated work loads;
3. Emergency situations;
4. Availability of substitute staff.

Any other elements suggested by the Department of Labor will also be utilized. All of these guidelines have been discussed with Police Department administrative staff and it is understood that in making a decision to allow the use of compensatory time, supervisory officers will consider all of these factors and make every attempt to accommodate requests for compensatory time use. Requests for compensatory time will be considered in the order made. When converted to pay, compensatory time shall be paid at the rate in effect when payment is made. Any pre-April 16, 1986 compensatory time not previously cashed in under the parties' Agreement of June 20, 1986 shall be paid at the rate required by applicable regulations adopted under the F.L.S.A. Shift differential shall be included in overtime and compensatory time payments. When the Department of Labor finalizes all elements that impact on compensatory time and overtime payments, these will be paid retroactive to April 16, 1986.

Upon termination of employment, employees shall receive full payment for their compensatory time at a rate not less than the final regular rate received by the employee, or the average regular rate received by such employee during the last three years of the employee's employment, whichever is higher.

When it becomes necessary to schedule an employee to work in excess of forty (40) hours a week due to an emergency as stipulated in Chapter 7, Section 7.18 of the Warren City Charter, all employees shall be paid time and one-half for all time over forty (40) hours.

C. Call-in Time: For the purpose of this section, "call-in time" is defined as the call in of an employee after he has reported off duty and before his next following tour of

WORKING HOURS AND OVERTIME - Continued

duty. "Call-in time" is further defined to include off-duty police actions in which officers may become involved.

An employee shall be credited with one and one-half (1-1/2) hours for each hour on duty on a call-in, with a minimum of four (4) hours credit at straight time for each such call-in. Provided, however, that this minimum shall not apply to any call-in situation where an employee is involved in off-duty police actions which take place one (1) hour or less before said employee's starting time. In this situation, said employee shall receive time and one-half up to the start of his regular shift.

D. Off-Duty Appearances: If an employee is required to appear off duty pursuant to subpoena, notice from the City, or ordered to appear in either civil or criminal matters such as court, administrative hearings, depositions or meetings as a result of his duties as a Warren city employee, he shall be credited with a minimum of four (4) hours at straight time or time and one-half, whichever is greater. All witness fees paid to employees appearing in civil cases on City time or for which off-duty appearance time is paid shall be turned into the City, except for mileage allowance if the employee uses his own vehicle. Parking expense shall be reimbursed. For purposes of this section only, employees receiving workers' compensation payments shall be considered to be assigned to the day shift Monday through Friday.

E. Employees who are unable to report for work due to extraordinary severe snow conditions will be permitted to charge their absence to personal leave, sick leave, furlough, leave days, or to AWL time.

F. Overtime shall be distributed among eligible employees as follows:

1. Off-Duty Overtime Assignments: Notice of all off-duty overtime assignments (school, community or business functions, OUIL) shall be given at least forty-eight (48) hours

WORKING HOURS AND OVERTIME - Continued

in advance of the assignments. All employees interested in the assignment shall sign up. The required number of employees and an equal number of alternates shall be selected in order of least overtime worked. If a selected employee is not available to work the assignment and the Department desires to fill the assignment, the next alternate will be utilized. Selected employees and/or alternates not available to work the assignment shall be charged for time worked for purposes of the equalization list. If no alternates are available, the Watch Commander shall call employees on the shift during which the overtime occurs in order of least overtime hours worked.

If the Department is notified of an off-duty overtime assignment less than forty-eight (48) hours from its occurrence, working employees will be notified via radio of the opportunity and the employee volunteer with the least amount of overtime worked will receive the assignment.

2. Department Generated On-Duty Required Overtime With Notice: In the event the Department becomes aware that on-duty overtime will be required for one employee more than one hour of its occurrence or for more than one employee more than two hours of its occurrence, the Watch Commander shall first call employees assigned to his shift in order of least overtime worked. When sufficient manpower cannot be obtained from his shift, he will attempt to acquire manpower from the preceding shift, followed then by the oncoming shift. When an employee declines an offer of overtime or is unavailable (except when on sick leave, disability leave or funeral leave) to commit himself to an overtime assignment, he shall be charged as if he had worked for purposes of the equalization list. Inconvenience shall not obviate the requirements of this Article. In the event there are no overtime volunteers, the Watch Commander may order the lowest seniority employee to work the available overtime.

WORKING HOURS AND OVERTIME - Continued

3. Department Generated On-Duty Required
Overtime Without Notice: In the event the Department becomes aware that on-duty overtime will be required for one employee less than one hour of its occurrence or for more than one employee less than two hours of its occurrence, the Watch Commander may obtain volunteers in the most efficient but reasonable manner. In the event there are no overtime volunteers, the Watch Commander may order the lowest seniority employee to work the required overtime.

Overtime requiring employees with specialized training shall be limited to those employees possessing such training.

For purposes of equalization, on July 1 of each year, all employees shall be deemed to have worked zero (0) hours overtime.

G. The Employer shall have the right to schedule a reasonable amount of overtime in accordance with this Article. This may include requiring employees to work overtime on their leave days. Under these circumstances, if there are insufficient volunteers for scheduled overtime, the Department may use reverse seniority to make assignments. Once an employee is scheduled to work overtime, he shall be given a minimum of four (4) hours straight time for the overtime in accordance with Article 13(C) unless the employee is given notice in accordance with the current practice that the overtime is cancelled before the employee reports to work. Provided, however, if an employee is scheduled to work overtime on his leave day, he shall be paid for all hours scheduled unless he is given at least twenty-three (23) hours advance notice of cancellation, but this provision shall not apply in those instances where employees have regularly and consistently been assigned to work leave days, such as court appearances.

Cancellation of overtime assignments of employees in the Special Investigations Division shall be handled as they have been in the past, except that if such an employee is

WORKING HOURS AND OVERTIME - Continued

scheduled to work overtime on a leave day, on an unusual job assignment involving overtime scheduled in advance by the Department which is not a routine job assignment for that division, such as a parade, then such employee shall also be entitled to twenty-three (23) hours of advance notice of cancellation.

ARTICLE 14

SHIFT PREMIUM

Employees assigned by the Department for work on afternoons, midnights, and the split shift shall be paid shift premium at the following rates; provided, however, that Cadets shall be eligible for shift premium only after eighteen (18) months of service.

1. Premium pay of four percent (4%) of base pay per hour for the afternoon shift.
2. Premium pay of five percent (5%) of base pay per hour for the split shift.
3. Premium pay of six percent (6%) of base pay per hour for the midnight shift.

Such shift premium shall be paid in addition to the base rate of pay for each employee. When an employee is absent from his regular tour of duty on compensatory time off, funeral leave and all Union time, he shall be eligible for shift premium pay. When an employee is absent from his regular tour of duty due to sickness, disability leave, furlough, personal leave, or birthday, he shall not be eligible for shift premium pay. For the purpose of this section, "shifts" are defined as follows:

A. Afternoon Shift: Afternoon shift is hereby defined as any full-time shift commencing at the hour of 2:00 p.m. or between the hours of 2:00 p.m. and 6:00 p.m., which terminates not later than two (2) hours after midnight.

B. Split Shift: Split shift is hereby defined as any full-time shift commencing at 6:00 p.m. or between the hours of 6:00 p.m. and 10:00 p.m., which terminates not more than six (6) hours after the hour of 12:00 midnight.

SHIFT PREMIUM - Continued

C. Midnight Shift: Midnight shift is hereby defined as any full-time shift commencing at the hour of 10:00 p.m. or between the hours of 10:00 p.m. and 4:00 a.m., which terminates not more than twelve (12) hours after the hour of 12:00 midnight.

ARTICLE 15

HOLIDAYS

Each employee shall be paid for fourteen (14) holidays per year at the employee's base rate of pay; provided, however, that Cadets for the first eighteen (18) months of service shall receive fourteen (14) days off each calendar year in lieu of holiday pay within the scheduling requirements of the Department. After eighteen (18) months of service, Cadets shall receive actual holiday pay. These holidays shall be July 4, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Easter and Memorial Day. Eligible employees will be paid twice a year for these holidays, for six (6) holidays on the first pay in December and eight (8) holidays on the second pay in May. For calendar year 1990 only, eligible employees will be paid for nine (9) holidays on the second pay in May and five (5) holidays on the first pay in December.

Double time shall be paid for overtime hours worked on the holidays specified in the first paragraph. Employees working any of the above holidays shall receive time and one-half (1-1/2) for all regular hours worked on the holiday. An employee shall be deemed to have worked on the holiday when his shift began on the holiday.

Each employee will be entitled to receive his birthday off without loss of pay or another day, and shall also receive one (1) floating holiday, during the fiscal year period with the approval of his supervisor.

ARTICLE 16

SICK LEAVE

A. Sick leave days shall be earned and granted at the rate of one (1) day for each calendar month worked; one (1) day shall be considered as an 8-hour period of time worked.

Employees hired prior to January 1, 1984 can accumulate a maximum of two hundred twenty-five (225) sick days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank. Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank. Upon resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank.

Effective for all employees hired between January 1, 1984 and December 1, 1986, sick leave days may not accumulate in excess of two hundred twenty-five (225) days for sick leave use purposes. Provided, however, pay out percentages shall be applied to a maximum bank of one hundred forty (140) days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum). Upon resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum).

Effective for employees hired after December 1, 1986, sick leave days may not accumulate in excess of one hundred forty (140) days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum). Upon resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum).

SICK LEAVE - Continued

Sick leave shall be granted for absence from duty because of personal illness or legal quarantine. Sick leave also may be used for some emergencies; it may be used as emergency leave for short periods in case of serious illness in an employee's immediate family or spouse's immediate family.

Immediate family includes husband, wife, children, stepchildren, mother, father, brothers, sisters, mother-in-law, father-in-law, and grandparents of an employee.

When an employee reports for work on his regular tour of duty and during the course of this tour of duty becomes sick, this sick time shall not be deducted from compensatory time. If the employee becomes sick prior to four (4) hours of work, he shall take one (1) sick day and the time worked shall be added as compensatory time. If an employee shall become sick after four (4) hours of work, he shall be charged with one-half (1/2) sick day and the time worked in excess of four (4) hours shall be added as compensatory time.

B. An employee shall be allowed to use three (3) accumulated sick days per year for personal business. The employee shall notify his supervisor at least three (3) days prior to taking a personal leave day off, unless the personal leave is to be used for an immediate emergency. The City agrees that permission will not be unreasonably withheld. Said personal leave days may be taken consecutively and may be attached to scheduled leave or furlough days.

C. By January 31, each year, employees shall have the option of redeeming up to one-half (1/2) of unused sick days earned the previous year. Days charged against sick leave shall include sick days, personal leave days, and one-quarter (1/4) sick days used to supplement sickness and accident insurance benefits.

1. Request must be made prior to January 31 in the year following in which the days were earned;

2. Maximum of six (6) days shall be paid;

SICK LEAVE - Continued

3. Payment shall be made at the rate in effect when money is paid;

4. Days paid shall be deducted from the employee's sick bank;

5. City shall pay for all redeemed sick days on the first pay in March.

An employee shall not be eligible to participate in the sick leave buy back option for sick days earned in the calendar year in which he was hired.

ARTICLE 17

ON-THE-JOB INJURY

A. The City of Warren will continue to pay the difference between workers' compensation and base pay to each employee qualifying under this section up to a maximum of six (6) months. The Association may apply to the City Council for an extension. Provided, however, that it is not intended that any employee is to receive more than a full year's pay as a result of this clause in conjunction with the vacation plan.

B. The Employer will not pay such an employee his sick day bank without his written consent.

C. In the event of a disputed workers' compensation claim, the City will pay the difference between workers' compensation and base pay for the period, if any, that the claim is settled or recognized as compensable under workers' compensation, as subject to the provisions of Section A above.

ARTICLE 18

SICKNESS AND ACCIDENT INSURANCE

The City shall provide a sickness and accident insurance plan whereby employees will be provided benefits amounting to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the occurrence of the following events:

SICKNESS AND ACCIDENT INSURANCE - Continued

1. First (1st) day of accident;
2. First (1st) day of inpatient hospitalization (includes outpatient surgery);
3. Sixteenth (16th) calendar day of sickness.

Employees may utilize their sick bank for the first fifteen (15) days in cases of sickness where there is no hospital confinement. On the sixteenth (16th) day of sickness, employees may choose to be covered by the insurance provided herein or may, at their option, continue to utilize their sick bank. While receiving insurance benefits, employees may choose to have a deduction of one-quarter (1/4) of a sick day or one-quarter (1/4) of a vacation day for each day of benefits to supplement the insurance payments.

ARTICLE 19

VACATIONS (FURLOUGH)

A. Cadets shall receive one 10-day vacation period with pay after one year of continuous service with the Department.

B. All employees, except Cadets, shall receive two 10-day vacation periods with pay after one year of continuous service with the Department.

C. The summer vacation period shall be May 1 through October 31. The winter vacation period shall be November 1 through April 30. Vacations shall be picked within the individual watch, or platoon, and within the division or unit by seniority in rank with each rank picking separately. There shall be at least one (1) separate vacation slot available for each rank. Cadets shall pick vacations among seniority with other Cadets and shall pick among the vacation opportunities remaining after other employees have made their vacation selections.

D. All employees, except Cadets, shall be eligible for vacations according to the following schedule ("years of service" shall be defined to include service from date of hire as a member of the Warren Police Department):

VACATIONS (FURLOUGH) - Continued

1 through 10 years of service.....two 10-day furloughs
11 years of service.....one 10-day and one 11-day furlough
12 years of service.....one 10-day and one 12-day furlough
13 years of service.....one 10-day and one 13-day furlough
14 years of service.....one 10-day and one 14-day furlough
15 years of service.....one 10-day and one 15-day furlough
16 years of service.....one 11-day and one 15-day furlough
17 years of service.....one 12-day and one 15-day furlough
18 years of service.....one 13-day and one 15-day furlough
19 years of service.....one 14-day and one 15-day furlough
20 years of service or more.....two 15-day furloughs

Notwithstanding the above schedule, Police Dispatchers shall receive the number of vacation days as provided in the Local 1250 contract for continued or continuous service employees as of June 30, 1987. Said days shall be frozen and there shall be no reduction. Provided, however, any further increases in Dispatcher vacation days after July 1, 1987 shall be in accordance with the W.P.O.A. schedule.

E. An employee shall not be permitted to bank vacation time from one period for use in the next without permission from his designated commanding officer, which permission will not be unreasonably withheld, except that any employee who is off due to illness of any nature during his regularly scheduled vacation may carry over his last due vacation if he cannot reschedule his vacation. Provided further, permission will not be unreasonably withheld to enable an employee to achieve maximum vacation fold-in under Article 19(F)(2) prior to retirement.

F. Vacation Accrual System:

1. Employees shall accrue vacation time on a daily basis in accordance with the formula set forth in Appendix A. All employees on the payroll as of July 1, 1982 shall receive retroactively from date of hire an adjustment for any vacation time they did not receive but should have accumulated under this daily accrual method. Adjustments to

VACATIONS (FURLOUGH) - Continued

employees' vacation banks shall be made as of August 16, 1984. Thereafter, each employee shall have a vacation bank kept up-to-date by the Department.

2. In the event employment is terminated, or an employee is otherwise separated from employment, the employee shall be paid for all unused and accrued vacation time not to exceed a total of thirty (30) days, or the number of days an employee had banked on November 1, 1989, whichever is greater, which shall be folded into final average compensation. The Union shall be provided with documentation on accrued vacation time for all retirees.

ARTICLE 20

CLOTHING AND CLEANING ALLOWANCE

A. Effective July 1, 1989, all officers shall receive three hundred fifty dollars (\$350.00) annually for uniforms and equipment. This allowance shall be increased to three hundred seventy-five dollars (\$375.00) effective July 1, 1990, and four hundred dollars (\$400.00) effective July 1, 1991. This shall accumulate without maximum. Uniforms and equipment shall mean all police-related items offered by the clothing vendor and approved by the Department.

B. All newly-hired employees, and Police Cadet employees upon becoming Police Officers, shall be furnished the initial uniforms and equipment complement designated for their rank. The City will furnish replacement uniforms to Police Cadets as needed. On the first anniversary date of employment as a Police Officer, officers shall receive a prorated amount for the balance of the fiscal year in which their first anniversary date falls.

C. Officers working in plainclothes, regardless of rank, shall receive the annual clothing allowance. Clothing allowance for plainclothes officers shall be on a reimbursement basis. To insure prompt payment, requests for reimbursement must be made in accordance with the Cutoff Date Schedule for the City Council List of Bills procedure. Payment will be made

CLOTHING AND CLEANING ALLOWANCE - Continued

within three days of date of approval of such payment by City Council.

D. The City will continue to bear the initial cost of the specialized uniforms required to be worn by personnel transferred to the Motor Traffic Bureau (motorcycle duty). The City shall provide the Union with a list detailing the complement of clothing for new hires, Motor Traffic and Aviation.

E. The Union may create a Uniform and Appearance Committee, which Committee shall be empowered to meet with the Police Department administration from time to time to make recommendations with respect to uniforms, equipment and personal appearance.

F. Police Officers and Corporals shall receive four hundred fifty dollars (\$450.00) as a cleaning allowance to be paid in the first pay of each November. Effective July 1, 1990, this allowance shall be increased by fifty dollars (\$50.00) to a total of five hundred dollars (\$500.00). Effective July 1, 1991, this allowance shall be increased another fifty dollars (\$50.00) for a total of five hundred fifty dollars (\$550.00). In the event that an employee is off duty for at least sixty (60) working days during any benefit year, this allowance shall be paid on a prorated basis. For the purposes of this Article, the term "benefit year" shall refer to the twelve (12) months immediately prior to the payment date of such allowance.

ARTICLE 21

LONGEVITY PAY

- A. Longevity pay shall be paid on the following basis:
- Two percent (2%) of base pay after five (5) years of service.
 - Four percent (4%) of base pay after ten (10) years of service.
 - Six percent (6%) of base pay after fifteen (15) years of service.
 - Eight percent (8%) of base pay after twenty (20) years of service.
 - Ten percent (10%) of base pay after twenty-five (25) years of service.

LONGEVITY PAY - Continued

"years of service" shall be defined to include service from date of hire as an employee of the City of Warren.

B. Effective July 1, 1989, longevity payments shall be computed upon the base pay of each employee up to a maximum base of twenty-three thousand five hundred dollars (\$23,500.00) per year. This shall be increased effective July 1, 1990 to twenty-four thousand five hundred dollars (\$24,500.00) per year, and effective July 1, 1991, it shall be increased to twenty-five thousand five hundred dollars (\$25,500.00) per year.

C. Longevity payments will be made with the first paycheck following completion of service year. Upon separation of employment, an employee will be entitled to receive a prorated longevity payment of one-twelfth (1/12) of annual longevity payment for each completed month of service since the last payment.

ARTICLE 22

LIFE INSURANCE

Effective July 1, 1990, the Employer shall provide all employees with a twenty-five thousand dollar (\$25,000.00) life insurance policy with a double indemnity clause without cost to the employees. A three thousand dollar (\$3,000.00) policy shall be provided for employees who retire in the future at no cost to the retirees.

ARTICLE 23

HOSPITALIZATION INSURANCE

A. The Employer shall provide a medical insurance plan providing benefits no less than the benefits provided in the Blue Cross-Blue Shield Hospitalization Medical Plan known as MVF-1 with Master Medical, and including present riders plus a two dollar (\$2.00) prescription rider. This plan, along with the riders, is to be provided for all employees and their families and retired employees and their families at no cost to the employees or retirees.

HOSPITALIZATION INSURANCE - Continued

B. The Employer shall provide all employees with the ML, IMB-OB, and OPC-OPPC Blue Cross-Blue Shield riders, with the premium paid for by the City.

C. Blue Cross benefits will be brought up to match any improvements negotiated by other City bargaining units.

D. The hospital and medical service plan shall provide coordinated coverage between any available Federal program (Medicare), benefit, or plan which will in total result in benefits at least the same as those provided under the Blue Cross-Blue Shield Plan presently in effect at no cost to the retiree.

E. Employees and retirees shall have the option once a year, during the open enrollment period, to have medical/hospitalization coverage set forth herein or the Health Maintenance Organization. The Employer will have no obligation to give notice regarding the open enrollment period for retirees; notification will be the obligation of the retiree. Should the cost of the Health Maintenance Organization coverage be higher than said medical/health coverage, the employee or retiree shall pay the difference.

F. The health insurance benefits provided for in this contract are subject to the terms and conditions of the medical insurance plan selected by the employee. The terms and conditions of the HMO's provided for in Section E and the City of Warren Medical Benefit Plan dated October 1, 1986, and the Operating Agreements which have been provided to the Union are incorporated into the contract by reference. The benefits provided by the City of Warren Medical Benefit Plan dated October 1, 1986 shall not be less than the benefits provided by the terms and conditions of the Blue Cross Plans referred to in Sections (A) through (D), but in the event any benefit of the City of Warren Plan is less than a benefit of said Blue Cross Plans, the City shall provide such improved benefit.

HOSPITALIZATION INSURANCE - Continued

G. Effective with the signing date of this contract, employees hired before the 25th of the month shall receive medical insurance coverage on the 1st of the following month. Employees hired on or after the 25th of the month shall receive medical insurance coverage on the 1st of the second month following date of hire, subject to the terms and conditions of the plans as provided in Section (F) above.

ARTICLE 24

DENTAL INSURANCE

All members shall be covered by a 75/25 Delta dental insurance program, or its equivalent, whereby the City pays the premium for such plan.

ARTICLE 25

INSURANCE ADVISORY COMMITTEE

An Insurance Advisory Committee shall be established with the City where one representative is appointed by the W.P.O.A. The Committee shall receive complaints concerning health, sickness and accident, and dental insurance as well as workers' compensation, and make recommendations as warranted. This Committee shall meet at least once a month. The Committee shall not serve as a substitute for the grievance procedure, nor preclude the filing of any grievance.

ARTICLE 26

CIVIL LIABILITY

The City of Warren agrees to indemnify, save and hold harmless all employees covered by this Agreement from and against all claims, or suits, based on negligence, tort, or civil rights violations and shall include payment of damages, costs, losses and expenses arising out of the defense of each and every action taken by a Police Officer in the course of and the performance of their lawful duties as Police officers to the extent of the monetary limits currently maintained in the liability insurance carried by the City. Said indemnification

CIVIL LIABILITY - Continued

shall include, but not be limited to, false arrests, false imprisonment, malfeasance, nonfeasance, assault and battery, negligence, civil rights violations or any other cause of action which is a result of actions taken by a Police Officer in the course of and arising out of the lawful performance of his duties as a Police Officer. Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by providing of legal counsel and payment of judgment or settlement at the option of the Employer.

ARTICLE 27

FUNERAL LEAVE

A. In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) working days:

Sisters	Daughters-in-law
Brothers	Sisters-in-law
Father-in-law	Brothers-in-law
Mother-in-law	Grandparents on both sides
Sons-in-law	Grandchildren

B. If the funeral services are to be held at a place located three hundred (300) miles or more from the City of Warren, two (2) additional working days shall be allowed for a total of five (5) working days without loss of pay.

C. In the event of the death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed five (5) working days. The immediate family of an employee is defined as follows:

Husband	Mother
Wife	Stepmother
Children	Father
Stepchildren	Stepfather

D. If a death occurs under these provisions while an employee is on furlough, upon notice his status shall be changed to funeral leave.

ARTICLE 28

EDUCATIONAL INCENTIVE PROGRAM

A. Police Officers and Corporals shall be entitled to participate in an educational incentive program under which the City shall pay officers, who have completed four (4) years of service as officers with the Warren Police Department, two hundred dollars (\$200.00) for a Certificate and four hundred dollars (\$400.00) for an Associate Degree in Police Science and/or Police Administration from an accredited college or university. These benefits shall be paid the second payday in August.

B. Officers who attain an Associate Degree or a Certificate in Police Science and/or Police Administration and/or four (4) years of service after the August pay date and before the end of the calendar year shall receive their first such payment in January.

C. Upon separation of employment, an employee will be entitled to receive a prorated educational incentive payment.

ARTICLE 29

RETIREMENT BENEFITS

A. As provided in Chapter 16, Section 16.1 of the Warren City Charter, all officers shall be covered by Act No. 345 of the Public Acts of 1937, as amended. Provided, however, that the annuity factor for officers retiring after July 1, 1982 shall be increased to 2.5% for each year of service for the first twenty-five (25) years and 1.0% for each year thereafter. Final average compensation shall continue to be computed upon the best three (3) of the last ten (10) years of an officer's service. The method of computing final average compensation shall continue in accordance with past practice. Final average compensation shall include base wage, cost of living allowance, overtime, longevity, holidays, shift differential, education allowance, gun allowance, and any other compensation which was received by an employee each year for work done in that year, and shall also include payments for

RETIREMENT BENEFITS - Continued

accumulated sick and vacation time, but shall not include clothing and cleaning allowance.

B. Except as provided in Section C below, Cadet service time shall not be recognized for purposes of "years of service" toward retirement.

C. Officers shall be entitled to "buy back" prior Cadet and Police service time for purposes of accumulating years of service toward retirement. This "buy back" option may be exercised in the same fashion as military time "buy back." Maximum to be three (3) years credit. This option must be exercised by December 31, 1990. Repayment to the pension system shall be made within three (3) years of exercising the "buy back" option through monthly payroll deductions. Officer payment into system to be five percent (5%) of his full-time compensation. Effective January 1, 1991, employees who have not exercised their option to buy back time may buy back prior Cadet and Police service time at the actual cost as determined by the Retirement System's actuary without cost to the City.

D. Officers shall be entitled to "buy back" military service credit as permitted under Act No. 345 of the Public Acts of 1937, as amended. Maximum to be up to six (6) years credit. Officer payment into system to be five percent (5%) of his full-time compensation subject to the following rules:

1. Officers who were employed prior to November 7, 1977 to be allowed five (5) years from July 1, 1977 to exercise this option.

2. Officers who were hired after November 7, 1977 to be allowed three (3) years from the date of hire to exercise this option.

3. Repayment to pension system to be made within three (3) years through monthly payroll deductions.

4. The City reserves the right to make its pension contribution over the same number of years as the officer.

RETIREMENT BENEFITS - Continued

5. In no event will the City institute increased pension payments resulting from military service credit until the entire service credit is paid in full.

Officers shall have until December 31, 1990 to exercise their option to buy back military service credit as provided herein. Effective January 1, 1991, officers who have not exercised their option to buy back military service time may buy back prior military service time at the actual cost as determined by the Retirement System's actuary without cost to the City.

E. It is expressly understood that the Employer shall pay any increased cost incurred as a result of the retirement benefits provided in this Article. Effective July 1, 1986, officers shall pay three percent (3%) pension contribution. Effective July 1, 1987, officers shall pay one percent (1%) pension contribution. Employees to receive refund of excess contributions from July 1, 1986 in lump sum. The City shall begin reimbursing the Retirement System for the above employee contributions upon the next regular annual actuarial evaluation.

F. If a member on a disability pension dies but has failed to elect an option prior to age 55 or before regular retirement, the surviving spouse shall receive a reduced actuarial pension (as defined under Option I, MCLA 38.556(1)(h)) notwithstanding the retiree's death.

G. Optional Annuity Withdrawal: All members of the bargaining unit shall have the right to elect to receive on the effective date of their service retirement a partial or total refund of their accumulated contributions. If a member makes such an election, the annuity payable under any retirement option shall be reduced proportionately. Such optional annuity withdrawal is intended to give each employee the right to immediately withdraw upon retirement all or part of the employee's accumulated contributions subject to the following provisions:

RETIREMENT BENEFITS - Continued

1. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the employee contribution (annuity) withdrawal.

2. The Police and Fire Retirement Commission shall utilize the monthly interest rate reflecting current market conditions as published by the Pension Benefit Guarantee Corporation (PBGC) to be used as the assumed rate of investment return in calculating the forfeited benefits upon annuity withdrawal.

3. The optional annuity withdrawal shall accrue to all members of the bargaining unit who become eligible for retirement under the provisions of Act No. 345 effective July 1, 1982.

4. If a member retires before twenty-five (25) years of actual service through the use of military service credit, that member shall not be entitled to withdraw the amount contributed to buy back such military time.

H. The parties agree that the de facto operation of the Retirement System for the employees of the City of Warren, since at least July 1, 1986, consists of a defined benefit plan, commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan which plans have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the Retirement System. It is

RETIREMENT BENEFITS - Continued

agreed that, other than additional administrative and processing costs, the actions required by the City pursuant to this Section shall not result in additional costs to the Employer or the Pension Fund. It is further agreed that the provisions set forth herein shall not result in diminution or loss of any employee benefits under the Pension Trust Fund.

I. Any member of the bargaining unit may, not earlier than two (2) years prior to eligibility for retirement, move from the City of Warren. Any member of the bargaining unit exercising the right to move from the City of Warren shall notify the City in writing at least ninety (90) days before moving from the City of Warren.

J. Employees eligible to retire July 1, 1989 through June 30, 1992 for a regular service retirement (voluntary retirement, twenty-five (25) years or more of credited service) and who retire within one hundred twenty (120) days of eligibility or ratification, whichever is longer, shall receive a lump sum payment of five thousand dollars (\$5,000.00).

K. Retirement incentive payments made under Paragraph J above shall be made on the second pension check from the Retirement System and shall not be included in the final average compensation. The City shall begin reimbursing the Retirement System for such payments upon the next regular annual actuarial evaluation.

L. Retirement program as outlined in the Local 1250 contract will apply to Police Dispatchers. Any pension changes negotiated in the Local 1250 contract shall also apply to Police Dispatchers.

M. Effective July 1, 1989, and ending June 30, 1992, the cost of health insurance for retirees shall be paid by the Retirement System, subject to the provisions of P.A. 201 of 1968, from earnings in excess of the amount needed to credit the actuarially assumed rate of the total reserves, utilizing the same actuarial assumptions that are used to calculate the

RETIREMENT BENEFITS - Continued

"Employer contribution requirement," including the reserve for employees' contributions, the reserve for Employer contributions, the reserve for retired benefit payments and the reserve for undistributed investment income. In the event such amounts are insufficient to pay the cost of health insurance for retirees, then the same shall be paid for by the City out of its general funds, or such other funds as are available to it. Retirees shall continue to receive all health insurance benefits as currently detailed in Article 23.

ARTICLE 30

PROMOTION EXAMINATION PROCEDURE

A. All promotional examinations shall be governed by the provisions of Act No. 78 of the Public Acts of 1935, as amended. Promotional examinations for Police Dispatcher shall be subject to the present provisions of City Civil Service.

B. Promotions to the rank of Corporal and Sergeant shall be predicated upon results of a written examination valued at 80% of total score; and an inside oral valued at 20% of total score consisting of a three-person board. Board members shall sign their names on each score. Seniority points shall be added at a rate of .75 point for each year of continuous service for all members, except Cadets.

C. The written examination for promotion to Corporal shall take place on the first Saturday in May in each odd numbered year unless an earlier test is required. The written examination for promotion to Sergeant shall take place on the first Saturday following Labor Day in September in each even numbered year unless an earlier test is required. The date for commencement of the oral boards will be given contemporaneous with notice of the written exam. All examinations shall be administered by an independent and qualified testing agency through the City of Warren Police and Fire Civil Service Commission.

PROMOTION EXAMINATION PROCEDURE - Continued

D. Promotion lists shall run consecutively, a new promotion list shall be deemed effective upon expiration and/or exhaustion of the prior promotion list (no gap). In no event shall a current promotion list be used to make promotions to vacancies occurring more than two (2) years after expiration or exhaustion of the preceding list.

ARTICLE 31

CADET PREFERENCE POINTS

A. Appointment to the position of Police Officer shall be made in accordance with a list established by the City of Warren Police and Fire Civil Service Commission which shall give preference for Cadets.

B. Cadets who are otherwise eligible for appointment to the position of Police Officer shall be placed on the Police Officer Eligibility List in order of their overall examination score; provided, however, Cadets shall continuously receive an additional .1666 points added to said overall examination score for each month of satisfactorily completed Cadet service as indicated by a pass/fail rating on the Departmental monthly appraisal form submitted by each Cadet's supervisor.

ARTICLE 32

UNION BULLETIN BOARDS

The City agrees to furnish and maintain a suitable bulletin board to be located in a convenient location to be used by the Union, this shall include a second bulletin board to be located on the second floor in the Detective Bureau area. The Union shall limit its posting of notices and bulletins to such bulletin boards. Nothing of a political, libelous or derogatory nature shall be posted on such bulletin boards.

ARTICLE 33

UNEMPLOYMENT COMPENSATION

Employees who are on layoff from City employment and who are receiving unemployment compensation from the State of Michigan shall receive:

UNEMPLOYMENT COMPENSATION - Continued

1. Hospitalization coverage and sickness and accident coverage for the first thirty (30) days of layoff if the employee has sufficient benefit weeks accrued with the City of Warren to qualify him for this length of credit time.

2. Life insurance coverage through the total benefit weeks that the employee has accumulated with the City of Warren to a maximum of twenty-six (26) weeks.

ARTICLE 34

GUN ALLOWANCE/HAZARD PAY

Effective July 1, 1989, all officers in the bargaining unit shall be provided annually with a four hundred fifty dollar (\$450.00) allowance representing compensation for carrying their weapon for the preceding period July 1 to June 30, to be paid the last pay in June. Effective July 1, 1990, such compensation shall be increased to five hundred fifty dollars (\$550.00). Effective July 1, 1991, such compensation shall be increased to six hundred fifty dollars (\$650.00). Employees on sickness and accident may be subject to "proration" and shall be paid no later than the last pay in July. In the event that an officer is off duty for at least sixty (60) working days during any benefit year, this allowance shall be paid on a prorated basis. For the purposes of this Article, the term "benefit year" shall refer to the twelve (12) months immediately prior to the payment date of such allowance.

It is agreed and understood that in applying and interpreting this Article, the parties' removal of the words "off duty" from previous contract language does not in any fashion change an officer's requirement of carrying a gun off duty for the present time. If there is to be any change in the future in an officer's requirement of carrying a gun off duty, such a change would fall under the "Major Changes" provision under Management Rights, Article 2, and would be subject to discussion prior to any implementation. If the Department were to suggest a General Order in which an officer was not required

GUN ALLOWANCE/HAZARD PAY - Continued

to carry a gun off duty, it would follow that an officer would then not be required to take action while off duty.

ARTICLE 35

FILLING OF VACANCIES

A. Should any vacancy occur in any position, the City shall fill that position forthwith. The City shall not deny employment to any prospective employee on the basis of his or her relationship to any employee, elected or appointed official, and the City shall appoint the candidate determined by the Police and Fire Civil Service Commission to be eligible and numerically listed on the certified list, subject to Article 31.

B. Notwithstanding the City's obligation to fill all vacancies forthwith, the filling of an entry level Police Officer vacancy caused as a result of a retirement or other separation may be delayed for up to the period of accrued vacation time paid to the retiring or separating officer. Example: A Corporal retires with fifteen (15) days accrued vacation, filling of the resulting entry level Police Officer vacancy may be delayed fifteen (15) days. In the alternative the filling of entry level Police Officer vacancies may be delayed up to two (2) weeks prior to the start of the next police academy. Permissible delay in filling entry level Police Officer positions under these circumstances shall not apply within fifteen (15) days of the expiration of any Police Officer Eligible List.

C. Filling of Police Dispatcher vacancies may be delayed for up to ninety (90) days in the event no Eligible List exists. All other provisions of "forthwith" shall apply.

ARTICLE 36

JURY DUTY

Employees required to serve jury duty may do so without any loss of wages (limited to eight (8) hours of regular pay) or benefits. Any jury duty fees received by the employee shall be assigned to the City.

RESERVES

A. Reserves shall only be utilized in accordance with the specific terms and conditions set forth in this Article; any other use shall be prohibited.

B. Reserves shall not be utilized as replacements for regular Police Officers. They shall only be utilized as a supplement to regular Police Officers in performing duties which would not otherwise be performed by regular Police Officers. Reserves shall not be utilized in the event any W.P.O.A. member is laid off, resulting in less than the highest number of budgeted Corporal, Police Officer, Cadet or Dispatcher positions as of July 1, 1986. In addition, Reserves shall not be utilized in the event of a reduction of non-budgeted positions resulting in layoffs until said laid-off employees are returned to work.

C. Reserves may only be utilized as follows:

1. Passive Crime Prevention Programs:

- Neighborhood Watch
- Operation Identification
- Child Fingerprinting
- Rape Prevention
- Personal/Property Protection
- Information Dissemination

2. Civil Defense and Disaster Response:

- Security
- Light Rescue
- First Aid
- Radiological Monitoring
- Hazardous Material Identification
- Traffic Control

(Reserves may be utilized in Section C.2 instances only in a declared State of Emergency, or where there is an extraordinary disaster; and where the manpower availability in the Warren Police Department, including off-duty personnel, is insufficient to properly respond to the needs of the citizenry.)

RESERVES - Continued

3. Voluntary Ride Along - Walk Along Program: Reserves may be assigned to scout car and/or walking beat duty with a regular Police Officer during normal tours of duty as part of the Reserve Training Program. Assignments with Reserves shall only be made on a voluntary basis. When a regular Police Officer is assigned to scout car and/or walking beat duty with a Reserve, the regular Police Officer shall be paid Corporal's wages during the time he is assigned to work with the Reserve.

4. Special Events (see Letter of Understanding): When special events arise, such as parades or other civic events, the Police Department will evaluate the situation and determine the number of regular Police Officers required to police said event. If insufficient personnel are on duty during the event, the Department will solicit volunteers from off-duty regular Police Officers to arrive at the predetermined number. Should an insufficient number of off-duty regular Police Officers be obtained, the Department may schedule Reserves to fill out the predetermined number. If the Department is able to obtain the full predetermined number of Police Officers, Reserves may also be used for training purposes. The Department shall provide the Union with a copy of the contingency plan and all Reserve assignments for each special event or project within ten (10) days of the special event or project.

D. When Reserves must travel to and from assignment, they may do so in a Department vehicle.

E. Reserves may wear regular Police Officer uniforms, except they shall be different as follows:

1. Black and white checkered hatband;
2. Reserve designated shoulder patch as mutually agreed between the City and Association;
3. "Reserve" designation in black letters, white background, no smaller than 1" in height to be worn above badge on shirt and outside jacket.

F. In no event shall the total number of Reserves enrolled in the program exceed twenty-five percent (25%) of the bargaining unit members.

RESERVES - Continued

G. In negotiating the Reserve Program as authorized herein, the W.P.O.A. endorses its continued success and will not discourage its members to voluntarily participate in working with Reserves as contained in the above sections.

ARTICLE 38

POLICE OFFICER CANDIDATES

A. Persons employed by the City of Warren to fill Police Officer positions shall prior to completing a MLEOTC approved academy be classified as "Police Officer Candidates."

B. Police Officer Candidates shall not perform sworn Police Officer duties until such time as they are certified and sworn in as Police Officers.

C. Police Officer Candidates shall begin their probationary period upon completing a MLEOTC approved academy and being sworn in as a Warren Police Officer.

D. Police Officer Candidates shall receive all economic benefits (except gun allowance), including but not limited to, longevity pay, holiday pay, sick leave, retirement, insurances, and vacations, as the "Induction" Police Officer, base pay as provided in Article 12.

E. Date of hire of Police Officer Candidates shall be utilized for determining seniority and accrual of all benefits, as well as service date for promotion and retirement purposes. This includes service time as a Police Officer Candidate for Police Officer step upgrades.

ARTICLE 39

WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

WAIVER - Continued

Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 40

SAVINGS

Should any part of this Agreement or any supplement thereto be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, such invalidation shall not affect the remaining portions of this Agreement, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 41

GENERAL PROVISIONS

A. It is hereby agreed by the Employer and the Union that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon agreement of both parties.

B. This Agreement shall supersede any Department rules, regulations and/or policy statements, as well as City ordinances or resolutions which are inconsistent herewith.

C. As provided, employees shall receive "prorated" benefits upon separation of employment in the amount of 1/12 of the annual payment for each completed month of service since the last payment. A month of service shall be deemed completed when the employee remains on the payroll to the 15th day of the month.

D. Whenever words are used in the masculine, they shall be read and construed in the feminine or neuter wherever they would so apply.

ARTICLE 42

NO STRIKE/BINDING ARBITRATION

The parties recognize that public employees are prohibited from striking under the terms of Act 336 of the Public Acts of 1947, as amended. Similarly, the parties recognize their rights to binding arbitration to resolve their differences under the terms of Act 312 of the Public Acts of 1969, as amended. In compliance with said Acts, the Association and the employees agree that they shall not engage in a "strike" as that term is defined therein.

ARTICLE 43

DURATION OF CONTRACT

The terms of this contract shall be in effect from its date of execution through June 30, 1992, unless opened for negotiation as provided in the above section. Unless indicated otherwise, all benefits are fully retroactive and effective from July 1, 1989.

IN WITNESS WHEREOF, the undersigned parties have set their hands on this 9th day of November, 1990.

CITY OF WARREN


Ronald L. Bonkowski
Mayor


Carmella Sabough
City Clerk


Richard Fox
Controller


Paul R. Pash
Commissioner of Police


Michael Smith
Personnel Director


Diane M. Stephens
Labor Relations Assistant

WARREN POLICE OFFICERS ASSOCIATION
Bargaining Committee


Herbert E. Vandelinder
President


Gerald Armstrong
Committee Chairman


James P. Vohs


Mark J. Marzonne


Joseph P. Gula


Marc G. Whitefield
Attorney for W.P.O.A.

APPENDIX A

<u>Length of Service</u>	<u>Vacation Accrual Schedule</u>	
	<u>Daily</u>	<u>In 12 Months</u>
0 through 10 years of service	.054794521	20
At beginning of 11th year of service	.057534247	21
At beginning of 12th year of service	.060273973	22
At beginning of 13th year of service	.063013699	23
At beginning of 14th year of service	.065753425	24
At beginning of 15th year of service	.068493151	25
At beginning of 16th year of service	.071232877	26
At beginning of 17th year of service	.073972603	27
At beginning of 18th year of service	.076712329	28
At beginning of 19th year of service	.079452055	29
At beginning of 20th year of service	.082191781	30

LETTER OF UNDERSTANDING
POLICE RESERVE HOLIDAY SEASON SHOPPING CENTER PARKING LOT
PASSIVE CRIME PREVENTION SPECIAL PROJECT

This Letter of Understanding made this 20th day of November, 1987, by and between the City of Warren (hereinafter referred to as the "Employer") and the Warren Police Officers Association (hereinafter referred to as the "Association").

WHEREAS, the Employer and the Association have agreed to a procedure for the utilization of Reserve Police Officers as provided in Article 37 of the parties' collective bargaining agreement, and

WHEREAS, the Employer seeks to utilize Reserve Police Officers in a Holiday Season Shopping Center Project as detailed herein; and

WHEREAS, the Association concurs in the utilization of Reserve Police Officers in a Holiday Season Shopping Center Project as detailed herein;

NOW, THEREFORE, the parties agree to the following:

1. The Employer may utilize six (6) uniformed Warren Police Reserves for the sole purpose of informing the public, both verbally and with written notices, of proper crime prevention techniques in shopping center parking lots.

Two methods of disseminating the information to the public will be utilized:

a. Saturating one shopping center with all six officers, or

b. Three/2-man Reserve units at various shopping center parking lots throughout the City.

2. The Warren Police Reserves will use a Warren Police vehicle for the assignments. Hours of the details will correspond with the shopping center peak shopping volumes, which are:

6:00 p.m. - 10:00 p.m. week nights

10:00 a.m. - 10:00 p.m. Saturday and Sunday

The Project shall be in effect between the Friday following Thanksgiving to January 4th.

3. Warren Police Reserves will be supervised by the Warren Police Sergeant working that shopping center area. The Reserves will be totally accountable to the Watch Commander.

4. This passive crime prevention detail will not be a ride along program. When Warren Police Reserves determine a crime is eminent, they shall notify the Warren Police Dispatch, who shall send a Patrol unit to investigate and resolve the problem.

5. The purpose of this detail is to better prepare citizens in proper crime prevention techniques in the shopping center parking lots of Warren.

6. Warren Police Reserves shall not handle "shoplifting cases," make arrests, nor shall they write reports or take any type of police action.

7. This Letter of Understanding is subject to the parties' collective bargaining agreement.

CITY OF WARREN

WARREN POLICE OFFICERS ASSOCIATION

/s/ Ronald L. Bonkowski

/s/ Herbert E. Vandelinder

LETTER OF UNDERSTANDING
ARTICLE 10 - LEAVE OF ABSENCE

This Letter of Understanding is made this 30th day of July, 1990, by and between the City of Warren, the Warren Police Department and the Warren Police Officers Association.

The parties agree as follows:

Bargaining unit members, upon written request, shall be granted a voluntary leave of absence for up to eighteen (18) months. Said leave of absence shall be without pay or benefits, and the employee shall not accrue seniority while on such leave. Seniority shall be frozen during the leave of absence. An employee shall not be eligible to take another leave of absence for at least two (2) years after returning from a leave of absence. Employees shall give a 30-day written notice before returning from leave of absence. Filling of the vacancy created by the leave of absence may be delayed for up to ninety (90) days; after ninety (90) days the vacancy shall be filled forthwith. Annuity withdrawal is not available to an employee on a leave of absence.

Upon return from a voluntary leave of absence, employees shall be restored to their former rank. The Department, however, shall have the right to place the returning employee on any shift until the employee becomes entitled to select his shift pursuant to Article 13.

An employee returning from a voluntary leave of absence shall have no right to return to a specific job assignment. The Department shall, however, create and/or designate a job assignment and, consistent with Article 8, place the returning employee in a job.

The Department shall publish a General Order incorporating the terms and conditions of this Letter of Understanding.

CITY OF WARREN

WARREN POLICE OFFICERS ASSOCIATION

/s/ Paul R. Pash

/s/ Herbert E. Vandelinder

LETTER OF UNDERSTANDING
COMPUTER-AIDED DISPATCH

This Letter of Understanding is made and entered into this 24th day of October, 1990, by and between the City of Warren ("City") and the Warren Police Officers Association ("W.P.O.A.").

RECITALS

During collective bargaining over the terms of the 1989-92 labor agreement, the City informed the W.P.O.A. that it intended to establish a Computer-Aided Dispatch System. Thereafter, the parties agreed that the impact of such a system upon the wages, hours and conditions of employment of Dispatchers would be an open issue for negotiations, subject to Act 312 arbitration in the event of impasse. Following a period of good faith bargaining over the issues raised by the introduction of the Computer-Aided Dispatch System, the parties have mutually arrived at a settlement as set forth below.

UNDERSTANDING AND AGREEMENT

The City and W.P.O.A. hereby understand and agree as follows:

1. Representation:

In view of the City's acknowledgment that employees in the newly-created position of Dispatch Supervisor shall have the authority to discipline Dispatchers to the same extent as uniform Police Sergeants, the parties agree that the W.P.O.A. shall continue as the exclusive bargaining representative for employees classified as "Dispatcher," but the W.P.O.A. shall not, under existing conditions, seek to represent Dispatch Supervisors. The City agrees to amend the Dispatch Supervisor job description to include the authority to discipline in the same manner and to the same extent as uniform Police Sergeants. Prior to October 31, 1990, the City shall submit the amended job description for approval at a regular meeting of the City of Warren Civil Service Commission.

2. Job Title:

The City shall delete the words "Public Safety" from both the job title and job description of the Dispatch Supervisor and Dispatcher classifications. Thereafter, the job titles shall read: "Dispatch Supervisor" and "Dispatcher".

3. Issuance of General Order:

Contemporaneously with the City of Warren Civil Service Commission's approval of the amended Dispatch Supervisor and Dispatcher job descriptions, the City of Warren Police Department shall issue a General Order setting forth the Dispatch Supervisor's authority to discipline Dispatchers.

4. Criteria for Promotion to Dispatch Supervisor:

Promotions to Dispatch Supervisor shall be based upon the following:

- a. A written examination valued at 80% of the total score;
- b. An inside oral examination valued at 20% of the total score;
- c. Seniority points shall be added at a rate of .75/point for each year of continuous service as a City of Warren Dispatcher.

The inside oral examination shall be administered by a three (3) person Board selected by the City of Warren Civil Service Commission.

The eligibility list for promotion to the classification of Dispatch Supervisor shall be established for a period of two (2) years.

It is further agreed by the parties that only those employees who have completed five (5) years as a City of Warren Dispatcher shall be eligible to compete for the position of Dispatch Supervisor. In the event that the initial examination process does not produce a sufficient number of persons to fill existing Dispatch Supervisor vacancies, any remaining vacancies shall be filled by competitive examination, as set forth above,

from among applicants who satisfy the preliminary qualifications as set forth in the existing Dispatch Supervisor job description. Any employee eligibility list created pursuant to the above shall likewise be established for a period of two (2) years.

A content-valid written examination for the position of Dispatch Supervisor shall be prepared by the Michigan Municipal League and forwarded to the Personnel Director for the City of Warren for review. The Personnel Director shall implement the safeguards necessary to insure that the contents of any examination shall remain confidential and not accessible to any applicant.

All promotional examinations shall be administered by the City of Warren Civil Service Commission.

5. Compensation:

Effective October 15, 1990, the existing Dispatcher wage rate (7/1/90) shall be increased at the five (5) year level by 2.5%, thereby reflecting an annual wage of \$26,509. The effect of this adjustment shall cause the 7/1/91 Dispatcher wage rate, fifth (5th) year, to be \$27,834.

6. Out-of-Classification Pay:

The parties hereby agree that in the absence of a Dispatch Supervisor, the senior Dispatcher for that particular shift on that particular day will be compensated at the higher rate for the performance of the duties of the higher classification, provided the assignment lasts more than four (4) hours.

7. Clothing:

The parties agree that there shall be no change in the Police Department policy regarding the wearing of uniforms by Dispatchers. Presently, Dispatchers are not required to wear uniforms.

CITY OF WARREN

WARREN POLICE OFFICERS ASSOCIATION

/s/ Michael Smith

/s/ Herbert E. Vandelinder

