

8902

6/30/92

**COLLECTIVE BARGAINING
AGREEMENT**



between

City of Warren

and

**Warren Police Command
Officers Association**

1989-1992

Warren, City of

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

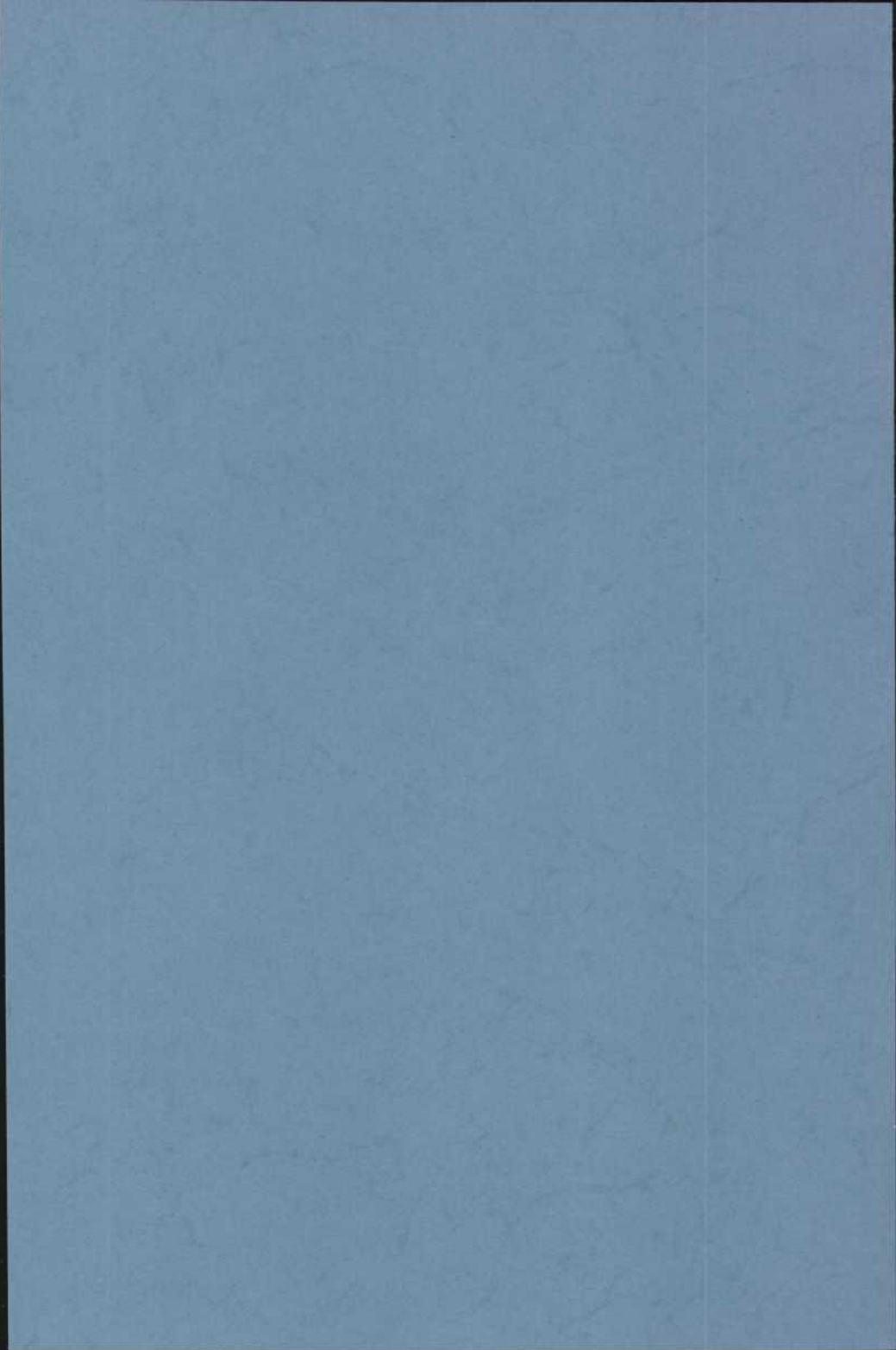


TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE 1	RECOGNITION 1
ARTICLE 2	DEDUCTION OF DUES 1
ARTICLE 3	AGENCY 3
ARTICLE 4	MANAGEMENT RIGHTS AND RESPONSIBILITIES 4
ARTICLE 5	UNION RESPONSIBILITIES 5
ARTICLE 6	WAGES AND COST OF LIVING ALLOWANCE 5
ARTICLE 7	WORKING HOURS AND OVERTIME 8
ARTICLE 8	SHIFT PREMIUM 12
ARTICLE 9	HOLIDAYS 13
ARTICLE 10	SICK LEAVE 14
ARTICLE 11	ON-THE-JOB INJURY 16
ARTICLE 12	SICKNESS AND ACCIDENT INSURANCE 17
ARTICLE 13	VACATIONS (FURLOUGH) 17
ARTICLE 14	CLOTHING AND CLEANING ALLOWANCE 19
ARTICLE 15	LONGEVITY PAY 20
ARTICLE 16	LIFE INSURANCE 21
ARTICLE 17	HOSPITALIZATION INSURANCE 22
ARTICLE 18	DENTAL INSURANCE 24
ARTICLE 19	INSURANCE ADVISORY COMMITTEE 24
ARTICLE 20	CIVIL LIABILITY 24
ARTICLE 21	FUNERAL LEAVE 25
ARTICLE 22	LEAVE OF ABSENCE 26
ARTICLE 23	JURY DUTY 26
ARTICLE 24	EDUCATIONAL INCENTIVE PROGRAM 26
ARTICLE 25	GUN ALLOWANCE/HAZARD PAY 27
ARTICLE 26	RETIREMENT BENEFITS 28
ARTICLE 27	PROMOTION EXAMINATION PROCEDURE 32
ARTICLE 28	TRIAL BOARD HEARINGS 33
ARTICLE 29	GRIEVANCE PROCEDURE 33
ARTICLE 30	UNION BUSINESS 38
ARTICLE 31	SENIORITY 38
ARTICLE 32	LAYOFFS 39
ARTICLE 33	TRANSFERS AND SHIFT ASSIGNMENTS 39
ARTICLE 34	EMPLOYEE RIGHTS 44

TABLE OF CONTENTS - Continued

	<u>PAGE</u>
ARTICLE 35 GENERAL PROVISIONS	47
ARTICLE 36 REOPENING OF CONTRACT	47
ARTICLE 37 DURATION OF CONTRACT	48
SIGNATURES	49
APPENDIX A	50

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into as of the 18th day of December, 1991, by and between the City of Warren, hereinafter referred to as "Employer," and the Warren Police Command Officers Association, hereinafter referred to as the "Union," 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 as follows:

ARTICLE 1

RECOGNITION

A. The Employer recognizes the Warren Police Command Officers Association as the exclusive representative for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other terms and conditions of employment as listed in this Agreement for the term of this Agreement for employees in the classification and/or rank of Dispatch Supervisor, Sergeant, Lieutenant, Deputy Chief, and Assistant Chief.

B. The term "officer" when used in this Agreement shall mean employees in the rank of Sergeant, Lieutenant, Deputy Chief and Assistant Chief. The term "employee" shall mean anyone in the bargaining unit. Dispatch Supervisors are not law enforcement officers, either on or off duty.

ARTICLE 2

DEDUCTION OF DUES

The City hereby agrees to deduct dues assessments and/or voluntary deductions as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

A. Each employee who desires to have such dues assessments and/or voluntary deductions removed from his

DEDUCTION OF DUES - Continued

earnings shall execute the "Authorization for Deduction of Union Dues" form as set forth below in full.

B. The City shall place such deduction or deductions in effect at the second pay period of the month following receipt of same and continue same in accordance with the terms and conditions set forth in the authorization.

C. The City shall transmit such deductions, together with a list of the employees paying same, to the Financial Secretary of the Union designated in writing by the Union and shall do so as soon as possible after the tenth day of the following month.

D. The "Authorization for Deduction of Union Dues" 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" 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.

E. The City shall notify the Union of the termination of employment of the dues paying employee. No "Authorization for Deduction of Union Dues" forms shall be accepted by the City unless they are forwarded through the office of the Union Financial Secretary.

F. 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 such deduction as a condition of employment, and further that the obligation of the City does not extend beyond that hereinbefore set forth.

G. 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:

DEDUCTION OF DUES - Continued

AUTHORIZATION FOR DEDUCTION OF UNION DUES

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 the following sum of money from my earnings every other pay period and do so every other pay period thereafter:

Supervisors Dues or Fee	Equivalent to one (1) hour's wage
-------------------------	--------------------------------------

TOTAL DEDUCTION _____

and pay same to the Warren Police Command Officers Association, 29900 Civic Center Drive, Warren, Michigan for voluntary contributions and/or dues as the representative 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 or until thirty (30) days prior to the expiration of this contract, during which thirty-day period the undersigned shall have the right to revoke, alter, or amend the above authorization, failing in which, the same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

Employee's Signature

ARTICLE 3

AGENCY

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 Warren Police Command Officers Association at the time this Agreement becomes effective, shall be required as a condition of employment to either become a member of the Association or pay a service fee to the Association, which shall be equivalent to the Association dues and initiation fee in accordance with the

AGENCY - Continued

constitution and bylaws of the Warren Police Command Officers Association, 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 sixty (60) days following notification by the Warren Police Command Officers Association that the employee is not in compliance with this Article.

ARTICLE 4

MANAGEMENT RIGHTS AND RESPONSIBILITIES

A. Unless otherwise provided for in this Agreement, the union recognizes that the Employer 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, lay off, assign and transfer 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 service; and to discipline and discharge employees for cause.

B. Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with the requirements of municipal employment and the public safety.

C. The foregoing management rights are not intended to be all-inclusive but indicate the type of matters arising which belong to and **are** inherent to management, and shall not be deemed to exclude other rights of the Employer not specifically set forth but established by law, charter,

MANAGEMENT RIGHTS AND RESPONSIBILITIES - Continued

ordinance, or other action by the city Council. However, Employer acknowledges that such rights have been limited by the provisions of this Agreement, and therefore agrees to exercise such rights in such a fashion so as not to violate any of the specific terms and provisions of this Agreement.

ARTICLE 5

UNION RESPONSIBILITIES

A. Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the bargaining unit agrees that it will take all reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.

B. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from full, faithful, and proper performance of all the duties of their employment.

C. The Union further agrees that it shall not encourage any strikes, work stoppages, slowdowns, or any acts that interfere in any manner or to any degree with the continuity of the police services. The Union recognizes that participation by any employee it represents as the exclusive bargaining agent in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action up to and including discharge.

ARTICLE 6

WAGES AND COST OF LIVING ALLOWANCE

A. A ten percent (10%) wage differential will be maintained between the ranks of Corporal and Sergeant,

WAGES AND COST OF LIVING ALLOWANCE - Continued

Sergeant and Lieutenant, Lieutenant and Deputy Chief, and Deputy Chief and Assistant Chief as has been customary. Dispatch Supervisors shall receive ten percent (10%) above the maximum rate of Dispatcher.

B. Wages:

The Dispatch Supervisor wage rate shall be established at \$29,297 based on the January 1, 1991 pay plan.

	<u>7/1/89</u>	<u>7/1/90</u>	<u>7/1/91</u>
Dispatch Supervisor			30,907
Sergeant	42,095	44,094	46,617
Lieutenant	46,305	48,503	51,279
Deputy Chief	50,936	53,353	56,407
Assistant Chief	56,030	58,688	62,048

C. Cost of Living:

All employees covered by this Agreement shall be entitled to receive a cost of living allowance as determined below:

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 through 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.

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

E. An employee who is required to perform the work of a higher rank shall receive the pay scale of such higher rank when such assignment is to fill a vacancy created by resignation, retirement, or death. Whenever an employee, not necessarily the same employee, but excluding Executive Lieutenants, Deputy Chiefs and Assistant Chief, has been assigned for more than a total of ten (10) consecutive workdays to perform the duties and responsibilities of a higher classification because of the temporary absence of the incumbent, then any employee, except Executive Lieutenants, Deputy Chiefs and Assistant Chief, thereafter assigned the duties and responsibilities of such higher classification because of the temporary absence of the incumbent shall be compensated at the higher rate. Provided, however, if said assignment exceeds thirty (30) consecutive workdays, then such employee shall be compensated at the higher rate for all time worked. For purposes of this Article, the term "workday" includes both "calendar day" schedules **and regular** "workday" schedules. Any employee appointed within the Department to

WAGES AND COST OF LIVING ALLOWANCE - Continued

serve in an acting position of a higher classification shall receive all benefits incident to that classification.

F. Deferred Compensation Plan: Employees shall be permitted to participate in the deferred compensation plan currently offered to any other City employees. 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.

G. The Reserve Program shall be supervised by members of this bargaining unit. The Sergeant of any Police Officer assigned to scout car and/or walking beat duty with a Reserve Officer shall receive a ten percent (10%) wage supplement during the time he is assigned to supervise such Police Officer.

ARTICLE 7

WORKING HOURS AND OVERTIME

A. Hours of Work: 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 8-hour workday. Dispatch Supervisors shall also receive two 15-minute paid breaks. The employees' two days off shall be consecutive subject to the emergency requirements of the Department.

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 twenty-four (24) hours and turn it in for cash payment. A one hundred fifty (150) hour maximum shall be placed on the amount of overtime that may be accumulated. When converted to pay, compensatory time shall be paid at the rate in effect when payment is made. Provided, however, that the above provision shall not apply to employees above the rank of Lieutenant. When it becomes necessary to schedule an employee

WORKING HOURS AND OVERTIME - Continued

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 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. Court Time: If an employee is required to appear in court off duty, in either civil or criminal matters, as a result of his duties as a police officer, 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 officers appearing in civil cases on City time or for which court 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. In the event that either Federal or State statutes reducing the workweek of municipal police department employees becomes effective, or should other Federal or State legislation require the reduction of the hours of work or substantially change the method of overtime payment resulting in monetary or

WORKING HOURS AND OVERTIME - Continued

other benefit to such employees, the city shall have the right to reopen this Agreement by written notice.

F.I. Voluntary Off-Duty Overtime shall be defined as the following: An agency which will contract with the City of Warren/Warren Police Department and request a specified number of officers and supervisors to police a specific function. These functions are described as, but not limited to, school dances, football and basketball games, graduation exercises, and church festivals. Notice to the officers who shall work the voluntary off-duty assignments shall be given at least forty-eight (48) hours prior to the assignment.

2. Scheduled Off-Duty Overtime shall be defined as a request by the City of Warren or Warren Police Department for a specific number of officers and supervisors to police a specific function. This function is described as, but not limited to, the Thanksgiving Day Parade. The cost of this overtime will be the sole responsibility of the City of Warren and shall be paid at the rate of a guaranteed four (4) hour minimum or time and one-half, whichever is greater. Notice to the officers who shall work the scheduled off-duty overtime shall be given at least forty-eight (48) hours prior to the assignment.

3. Unscheduled Overtime: When it becomes necessary to call in supervisory personnel, overtime shall first be offered to the supervisors of the affected shift on an equalized overtime basis. In the event none are available, supervisors from the preceding shift will be called on an equalized overtime basis. In the event none are available, supervisors from the proceeding shift will be called on an equalized overtime basis. Employees who refuse the call-in shall have the amount equal to the overtime worked placed in the equalized overtime book. Employees who are absent on sick leave, disability, or funeral leave shall not be called in. Employees who are on furlough may be called in, but if they refuse, the hours shall not be charged.

WORKING HOURS AND OVERTIME - Continued

a. Voluntary off-duty overtime and scheduled off-duty overtime assignments within each division or bureau which are posted shall be as nearly as possible equally distributed among all members within said division or bureau. The overtime shall first be offered to the members within the division or bureau where said overtime originates. If there are no volunteers within the division or bureau, said overtime assignment shall be extended to all members Department-wide. When two (2) or more patrol officers are assigned to an assignment, then the Department shall post the assignment for the necessary supervisory personnel. In the event there are insufficient volunteers, then the Department may order the least senior off-duty Sergeant or Lieutenant to work the assignment. Any supervisor ordered in to work the assignment shall be compensated at his appropriate overtime pay rate. Employees who are on furlough, funeral leave, sick or disability leave shall not be ordered in for said assignments.

b. Overtime shall be equalized as often as practicable, but not later than five (5) working days after the assignment. The overtime equalization book for the voluntary off-duty overtime and for the scheduled off-duty overtime shall be located in an accessible location within each bureau so that members shall be able to check their own figures.

c. Unscheduled overtime shall be as nearly as possible equally distributed among members of said platoon, division or bureau. The overtime equalization book for the unscheduled overtime shall be centrally located so as to allow accessibility for the purpose of call-in.

d. The parties agree to confer with respect to administration of overtime assignments and overtime policy not otherwise covered by this Article.

4. In the event overtime is worked by an employee other than the employee having the lowest hours, the person having the lowest hours shall not be paid for hours not worked, but shall be given the next opportunity to equalize hours.

WORKING HOURS AND OVERTIME - Continued

Said employee may, thereafter, pursue subsequent violations of this section through the grievance procedure.

a. The City shall not be required to equalize overtime hours between bureaus, divisions or shifts.

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

G. 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 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 Association.

ARTICLE 8

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:

SHIFT PREMIUM - Continued

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, he shall be eligible for shift premium pay. When an employee is absent from his regular tour of duty due to sickness, disability leave, or furlough, 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.

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 9

HOLIDAYS

A. Each employee shall be paid for fourteen (14) holidays per year at the employee's base rate of 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 Sunday, and

HOLIDAYS - Continued

Memorial Day. The employees will be paid twice a year for their holidays, for six (6) holidays on the first pay in December and eight (8) holidays on the first pay in June. Effective July 1, 1991, employees will be paid for five (5) holidays on the first pay in December and nine (9) holidays on the first pay in June.

B. Double time shall be paid for overtime hours worked on the holidays specified in Section A above. 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.

C. Each employee will be entitled to receive two (2) floating holidays without loss of pay during the fiscal year period with the approval of his supervisor. No employee promoted into the bargaining unit shall be entitled to more than two (2) floating holidays including his birthday as provided for in Article 15 of the Collective Bargaining Agreement between the City of Warren and the Warren Police Officers Association (or its successor), during any fiscal year.

ARTICLE 10

SICK LEAVE

A. Sick leave days shall be earned and granted at the rate of one (1) day for each calendar month worked; one 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.

SICK LEAVE - Continued

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 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, sons-in-law, daughters-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

SICK LEAVE - Continued

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 four (4) accumulated sick days per year for personal business. The employee must receive permission from his supervisor prior to taking a personal leave day off with at least three (3) days prior notice, unless the personal leave is to be used for an immediate emergency. 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) sick days shall be paid;

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**.

ARTICLE 11

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 Union may **apply to the City council for an**

ON-THE-JOB INJURY - Continued

extension. It is not intended that employees receive more than full 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 12

SICKNESS AND ACCIDENT INSURANCE

The City shall provide a sickness and accident insurance plan whereby employees will be provided with benefits amounting to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the first (1st) day of accident or inpatient hospitalization (includes outpatient surgery) or the sixteenth (16th) calendar day of sickness. On the sixteenth (16th) day of such absence, 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 13

VACATIONS (FURLOUGH)

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

B. 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

VACATIONS (FURLOUGH) - Continued

by seniority in rank with each rank picking separately. There shall be at least one separate vacation slot available for each rank. This provision shall apply to all personnel in the bargaining unit, except for Assistant Chief and Deputy Chief in Administration who shall select together, and Executive Lieutenants who shall not select a vacation which conflicts with the Deputy Chief to whom they are assigned.

C. All employees shall be eligible for vacations according to the following schedule:

I 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, Dispatch Supervisors 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 Dispatch Supervisor vacations days after July 1, 1987 shall be in accordance with the W.P.C.O.A. schedule.

D. 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

VACATIONS (FURLOUGH) - Continued

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 13(E)(2) prior to retirement.

E. Vacation Accrual System:

1. Employees shall accrue vacation time 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 biweekly accrual method. Adjustments to employees' vacation banks shall be made as of August 16, 1984. Each employee shall be provided no later than the 30th day of each month with an updated vacation bank status report which accurately reflects the employee's vacation bank as of the 15th day of each such month.

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 April 30, 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 14

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.

CLOTHING AND CLEANING ALLOWANCE - Continued

B. All newly-hired officers shall be furnished the initial uniforms and equipment designated for their rank. On the first anniversary date of their employment, 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 within three (3) days of date of approval of such payment by City Council.

D. The City shall provide the Union with a list detailing the complement of clothing for Aviation.

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

F. All officers shall receive four hundred fifty dollars (\$450.00) as a cleaning allowance to be paid in the last pay period of each June. Effective July 1, 1990, this allowance shall be increased by fifty dollars (\$50.00) for 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) workdays during any fiscal year, this allowance shall be paid on a prorated basis. Upon termination, an employee **shall** receive payment of all cleaning allowance monies due.

ARTICLE 15

LONGEVITY PAY

A. Longevity pay shall be paid on the following basis:

LONGEVITY PAY - Continued

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.

"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. Employees shall receive longevity payments on their first paycheck following completion of the service year with all payments based upon anniversary date.

D. Upon separation of employment, an employee will be entitled to receive a prorated longevity payment of one-twelfth (1/12) of the annual longevity payment for each completed month of service since the last payment.

ARTICLE 16

LIFE INSURANCE

Effective March 12, 1991, the Employer shall provide all employees with a thirty thousand dollar (\$30,000.00) 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.

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.

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. One annual routine "non-diagnostic" pap test shall be provided at no cost to **the** employee.

C. If any other City of Warren bargaining unit negotiates an improved hospital, medical, dental, or vision insurance plan, employees covered under this contract will automatically receive that added benefit.

D. The hospital and medical service plan shall provide for 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.

HOSPITALIZATION INSURANCE - Continued

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.

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.

H. Notwithstanding anything herein to the contrary, any employee in the bargaining unit may elect to waive coverage under the health insurance policies provided for herein. An employee waiving health insurance coverage shall complete and file with the city such documents as the City may require. The election shall be filed prior to the beginning of the insurance policy "plan year" which is being waived. However, an employee may waive coverage within thirty (30) days of the signing date of this contract and receive a prorated payment based upon the number of months remaining in the plan year, within sixty (60) days of the filing of such waiver, the City shall pay the employee the sum of five hundred dollars (\$500.00) to compensate such employee for the waiver of coverage under the health insurance policies provided for herein. An employee

HOSPITALIZATION INSURANCE - Continued

who waives health insurance coverage shall not be permitted to revoke or rescind such waiver until the next open enrollment period; PROVIDED HOWEVER, AN EMPLOYEE, SUBJECT TO POLICY REQUIREMENTS AND CONDITIONS AT THE TIME HE EXERCISES THE ELECTION, MAY REINSTATE HIS HEALTH INSURANCE IN THE EVENT COVERAGE PROVIDED BY HIS SPOUSE IS TERMINATED, BUT IN SUCH CASE THE EMPLOYEE SHALL REIMBURSE THE CITY FOR THE PAYMENT MADE TO HIM UNDER THIS PROVISION.

ARTICLE 18

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 19

INSURANCE ADVISORY COMMITTEE

An Insurance Advisory Committee shall be established with the City where one representative is appointed by the Warren Police Command Officers Association. 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 20

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

CIVIL LIABILITY - Continued

liability insurance carried by the City. Said indemnification 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 21

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 22

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. Annuity withdrawal is not available to an employee on a leave of absence.

ARTICLE 23

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. Provided, however, an employee shall be required to return to work if released from jury duty for the day more than one (1) hour prior to the end of his assigned shift. Any jury duty fees received by the employee shall be assigned to the City.

ARTICLE 24

EDUCATIONAL INCENTIVE PROGRAM

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

EDUCATIONAL INCENTIVE PROGRAM - Continued

B. The City will reimburse Dispatch Supervisors for educational costs incurred in furthering educational objectives subject to the following criteria and conditions:

1. Dispatch Supervisors shall obtain prior approval for any educational program from the Commissioner of Police. The Commissioner's decision on which classes are subject to this program shall be final and not subject to the grievance process.

2. The course or program must be reasonably related to the Dispatch Supervisor's work or assignment.

3. Dispatch Supervisors must complete the course with a satisfactory grade of "C". Evidence of successful completion must be submitted along with the request for reimbursement.

4. The City will pay a maximum of five hundred dollars (\$500.00) per year for educational improvement per Dispatch Supervisor.

ARTICLE 25

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) workdays during any fiscal year, this allowance shall be paid on a prorated basis. Upon termination, an employee shall receive payment of all gun allowance monies due.

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

B. 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 June 10, 1991 to exercise their option to buy back military service credit as provided herein, at the pay rate in effect on July 1, 1989. Effective June 11, 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.

C. Officers shall be entitled to "buy back" prior Cadet and Police service time for purposes of accumulating years of service toward retirement. The "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 June 10, 1991. Repayment to the pension system shall be made within three (3) years of exercising the "buy back" option through monthly payroll deductions. Employee payment into system to be five percent (5%) of his full-time compensation, at the pay rate in effect on July 1, 1989. Effective June 11, 1991, officers 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. 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.

E. The parties hereby further agree that the current pension plan or any of its provisions may not be changed, except in those areas which are administrative in their function and do not change the substantive benefits of the

RETIREMENT BENEFITS - Continued

employees. No employee shall suffer a reduction of retirement benefits as a consequence of the signing of this Collective Bargaining Agreement.

F. If an officer 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. Any officer may, not earlier than two (2) years prior to eligibility for retirement, move from the City of Warren. Any employee 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.

H. Optional Annuity Withdrawal: All officers 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 an officer 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:

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

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 officers who become eligible for retirement under the provisions of Act No. 345 effective July 1, 1982.

RETIREMENT BENEFITS - Continued

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

I. 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 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.

J. Officers eligible to retire July 1, 1989 through June 30, 1992 with 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 by July 10, 1991, whichever is longer, shall receive a lump sum payment of five thousand dollars (\$5,000.00).

RETIREMENT BENEFITS - Continued

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. 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 "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 17.

M. Retirement program as outlined in the Local 1250 contract will apply to Dispatch Supervisors. Any pension changes negotiated in the Local 1250 contract shall also apply to Dispatch Supervisors.

ARTICLE 27

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.

B. Promotions to the rank of Lieutenant shall be predicated upon results of a written examination valued at 60% of the total score; an inside oral valued at 20% of the total score and consisting of a five-person board with high and low

PROMOTION EXAMINATION PROCEDURE - Continued

scores discarded; and an outside oral valued at 20% of the total score and consisting of a three-person board.

C. Promotion to the ranks of Deputy Chief and Assistant Chief shall be predicated upon the results of a written examination valued at 65% of the total score and an assessment center valued at 35% of the total score.

D. Seniority points will be added to the total scores and will be calculated in the following manner: 1/2 point per year for each year of Department service and an additional 1/2 point per year for each year in grade/rank to be figured on a monthly basis of 1/24 of a point for each completed month of service.

ARTICLE 28

TRIAL BOARD HEARINGS

All employees appearing before a Department Trial Board shall have the rights of appeal as provided in the grievance procedure of this Agreement.

ARTICLE 29

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 or policy grievances by the Union. Grievances are limited to matters of interpretation or application of express provisions of this Agreement and memorandums of understanding executed by the parties which state that they are subject to the grievance procedure.

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.

GRIEVANCE PROCEDURE - Continued

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, 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

An employee who believes he has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of his unit representative. 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 unit representative 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 unit representative.

GRIEVANCE PROCEDURE - Continued

Step 2

If the matter is not satisfactorily settled by oral discussion at Step 1, a grievance may be -submitted in written form by the unit representative to the Commissioner. 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 Commissioner will hold a meeting with 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 shall give his 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 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 either party in accordance with this Article. The right to proceed to arbitration **shall** exclusively be held by the Union and the **City only**. Arbitration shall be invoked by filing a demand to arbitrate with the American Arbitration Association or Federal Mediation and Conciliation Service within the time limits hereinafter provided.

GRIEVANCE PROCEDURE - Continued

2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he 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 Union, 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 either party to invoke arbitration over an unadjusted grievance is limited to a period of forty-five (45) 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 the arbitrator and he finds that he has no power to rule on such

GRIEVANCE PROCEDURE - Continued

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

8. The expenses of the arbitrator shall be the responsibility of the City and the Union in the following manner. The City and the Union 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 Union.

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 for the Employer or the President for the Union, or twenty (20) days prior to the arbitration hearing, provided a request for a 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. Notwithstanding any other provisions herein, individual employee(s) may present their own grievances to the Employer and have them adjusted without the intervention of the Union; providing, however, that the Employer has given the Union notice and an opportunity to be present at such

GRIEVANCE PROCEDURE - Continued

adjustment. in no event shall any such adjustment be contrary to or inconsistent with the terms of this Agreement.

H. Policy grievances may be submitted by the Union to the second or third step of the grievance procedure.

I. 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.

ARTICLE 30

UNION BUSINESS

A. The City agrees to provide three (3) days per contract year for three (3) representatives of the Union to attend conventions and/or labor seminars without loss of pay.

B. The City agrees to allow reasonable time off without loss of pay to five (5) designated members of the Association for grievance processing and contract negotiations during regular duty hours.

ARTICLE 31

SENIORITY

A. Seniority shall be determined first by the employee's rank, date of rank, and finally by the officer's length of service in the Department. Provided, however, that if time in rank is equal then the Police and Fire Civil Service eligibility list by which those officers were promoted shall prevail regardless of Department seniority. In the case of Dispatch Supervisor, seniority commences with the date of hire as a Dispatch Supervisor with the City of Warren. Dispatch Supervisors shall serve a six (6) month probationary period from date of hire as a Dispatch Supervisor.

Time spent in the Armed Forces on military leaves of absence and time lost because of duty-connected disabilities shall be included, except as provided in Article 22 herein.

SENIORITY - Continued

For the purposes of this Agreement, new employees shall acquire seniority upon completion of their probationary period.

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

1. He is reduced in rank for cause (in-grade seniority only).
2. He resigns.
3. He is dismissed and not reinstated.
4. He retires.

C. The seniority provisions of this Article shall apply for purposes of transfers, shift assignments, and matters of similar import, but shall not apply where inconsistent with other Articles of this Agreement incorporating certain provisions of Act No. 78 of the Public Acts of 1935, as amended.

D. Notwithstanding the provisions of this Article, the person who is elected as President of the Warren Police Command Officers Association shall be considered to stand as number one on the seniority list for shift selection purposes only.

ARTICLE 32

LAYOFFS

A. When there is an impending reduction in force within the bargaining unit, the City shall immediately inform and consult with the Union as soon as there is any possibility of said reduction in force.

B. Layoff and recall shall be subject to the provisions of Act No. 78 of the Public Acts of 1935, as amended. Or, in the case of Dispatch Supervisor, layoff and recall shall be in accordance with the present provisions of City Civil Service.

ARTICLE 33

TRANSFERS AND SHIFT ASSIGNMENTS

A. The Department shall post the availability of each job opening to be filled for a minimum ten (10) day period

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

during which time officers may file written requests for the job. The posting shall include a job description. Transfer decisions shall be made upon the basis of in-rank seniority, except as provided in Section J.

B. In the event that no officer applies or applicants decline a job offer of a posted position, the job shall be reposted in accordance with Section A. Upon reposting, if no officer applies for said position, the Department shall be entitled to fill the job by reverse seniority in rank.

C. In posting for each job, the Department agrees to create and maintain General Orders of job descriptions including rank designations clearly specifying the functions, duties and requisite skills and abilities for each supervisory position.

D. Any officer accepting a job assignment may be removed for unsatisfactory performance during an initial ninety (90) day performance evaluation period. Any officer removed from the position during said period shall, upon request, be advised of the reasons for same in writing.

E. Except as provided above, any officer accepting a job assignment shall remain in that assignment for a minimum period of at least one (1) year unless otherwise agreed by the Employer and the Union.

F.I. The listing of officers filing written requests for the job for each posting as set forth above shall remain in effect for a period of one (1) year from the date the job was initially posted.

2. All officers who have filed written requests for a job and are on an established list shall, upon written notification by the Department, return in writing within five (5) working days their intent of accepting or declining the position offered. Failure to reply in writing will be considered a declination.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

3. The Department will notify at least the first officer from an established list, and may, at the Employer's discretion, notify additional officers from the established list. Any officer may decline an offered position one time and still remain on the eligibility list. Any officer declining a position a second time will be removed from that eligibility list for the remaining time it is in effect. Those officers who accept in writing, but are not selected, shall not be considered as having declined the position.

G. The Department may make temporary assignments of officers which shall be limited to ninety (90) days. Such temporary assignments shall not create a preference for that officer in permanently filling the position. In no event will temporary assignments be used to evade the posting and selection procedure set forth below.

H.I. Shift assignments shall be made in accordance with the preference of each individual member as controlled by seniority, except in those cases where the effectiveness and efficiency of the Department require otherwise. The Department may assign the member of the Patrol Services Bureau having the least seniority in excess of one (1) year. In any departure from stated preferences, any member shall upon request be informed of the reasons for same in writing.

2. When a member transfers into a division where shift selections apply, that member shall be allowed to complete a "Shift Preference Sheet," and then be considered along with other applicants based on seniority in rank and shift preference.

3. In the event there are openings available on more than one shift, the same procedure shall apply.

4. Once a member has been placed on his primary shift selection, he is to remain in that shift until the following shift selection.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

5. If there are no openings available on a particular shift, no members shall "bump" a member of that shift, regardless of seniority in rank, until the following shift selection period. For example, if there is an opening on the midnight shift, and no members apply for that opening, the member transferring in must go to the midnight shift opening and cannot "bump" a member with less seniority in rank from one of the other two shifts until the next shift selection period.

6. Officers who transfer into the Road Patrol Division of the Patrol Services Bureau after the shift selection period, and prior to the implementation of the shift assignment, shall be allowed an opportunity to select a primary and secondary shift choice as if they had been assigned to the Road Patrol Division of the Patrol Services Bureau during the shift selection period.

The Department shall then realign to accommodate the shift preference of the officer who is transferring into the Road Patrol Division of the Patrol Services Bureau, based upon that officer's seniority as it affects the shift selection process.

Officers who were assigned to the Road Patrol Division of the Patrol Services Bureau during the shift selection period, and who were offered an opportunity to select a primary and secondary shift selection, are to be held to their primary and secondary choice. No changes in the document submitted will be allowed after the date specified by the Department ending the shift selection period.

For purposes of clarification, the following definitions are provided:

Shift Selection Period: That time period, as determined by the Department, where officers are offered an opportunity to select a primary and secondary shift selection.

Shift Assignment: A one (1) year period, to begin on a date determined by the Department, that an officer works on a designated shift as determined by seniority through the shift selection process.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

I.I. All officers shall be provided with reasonable advance notice before any transfer or shift assignment is effectuated. In any case where an officer is denied a transfer after having requested same, or is transferred without having requested same, the written reasons for same shall be provided and discussed with the officer, if so requested.

2. When an officer is involuntarily transferred for reasons beyond his control such as job elimination, that officer shall be allowed to return to the position he previously held, providing he has more seniority in rank than the officer presently holding that position.

3. The above guidelines are intended for transfers in general but situations may arise that do not fit these guidelines. In those situations, the transfers will be decided on their own merits.

J. Deputy Chiefs and their Executive Lieutenants, SID Lieutenant and SID Sergeant are exempt from this Article and may be filled with the Employer's discretion subject to the procedure contained in Section M below. Should the Employer decide to create a separate position of Internal Affairs Lieutenant or the position known as COMET, they shall be filled under Sections J and M.

K. In the event that any new positions are created, the parties shall negotiate whether the new position falls under Section A or Section J of this Article.

L. 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 bargaining unit and the City will work in conjunction in finding a suitable position. The parties acknowledge this may result in the displacement of personnel from existing assignments.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

M.I. In the event the Employer selects a less senior officer to fill a position under Section J above (except Deputy chiefs) and an officer with greater seniority who has filed a written request for that position is bypassed in the selection, that bypassed, senior officer may demand that a Transfer Board be impaneled to decide if the selection for said transfer was valid or invalid. The Board shall be impaneled forthwith.

2. The Transfer Board shall be selected by the Commissioner and shall consist of two (2) officers maintaining the same rank as the contested position and two (2) other command or supervisory officers within the bargaining unit. Members shall not serve on two consecutive Transfer Boards.

3. The Transfer Board may affirm or reverse the original selection. In the event of a tie vote by four (4) members, the Commissioner will act as the fifth vote. The decision of the Panel or the Commissioner (in the event of a tie) shall not be a matter for the grievance procedure and shall be binding on all parties.

ARTICLE 34

EMPLOYEE RIGHTS

Each member of the bargaining unit shall be guaranteed the following rights, but this Article shall not be construed as a section of limitation:

A.I. The City shall not discriminate against members of this bargaining unit on the basis of race, creed, color, sex, national origin, political affiliation, age or handicap as prohibited in any applicable federal, state or local statutes, ordinances or policies. Further, the City shall not discriminate against members of the bargaining unit in the administration of the terms and conditions contained in this Collective Bargaining Agreement.

2. Notwithstanding the above provisions, the Commissioner shall have the right to assign members of the bargaining unit to additional training at his sole discretion.

EMPLOYEE RIGHTS - Continued

B. No member of the bargaining unit shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such actions, and all charges shall be void unless filed within ninety (90) days of the date of the violation.

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 there is no additional disciplinary action taken within the said two-year period. The request and written reprimand shall be returned to the employee within ten (10) days of request. Regardless of whether a request for removal of a written reprimand has been made, the Employer shall not consider any written reprimand more than two (2) years old, provided no additional disciplinary action has been taken within said two-year period. Any employee upon retirement may request to have written reprimands, but no other disciplinary action, removed from his personnel file, notwithstanding the two-year rule.

C. Any disciplinary action taken by the Commissioner of Police or his representative may be appealed by the employee as a grievance which shall be entered at Step 2 of the grievance procedure. In the event the matter is not satisfactorily resolved, the employee shall have fifteen (15) days to appeal the matter, either through the grievance procedure at Step 3 or to the Civil Service Commission, but not both, as provided in Section I herein. In the event the Union elects the grievance procedure, the Union shall decide whether the grievance be submitted to arbitration.

EMPLOYEE RIGHTS - Continued

D. Every appeal shall be a total review of guilt or innocence as well as severity of penalty, but in no event shall any penalty be increased from that originally rendered.

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

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.

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.

EMPLOYEE RIGHTS - Continued

F. Any employee being questioned as part of an official Department investigation shall have the same rights granted to police officers in the lower unit.

G. An employee shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross-examine all witnesses against the employee.

H. Any employee shall have the right to examine any and all personnel files maintained by the Employer in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act, being Act No. 397 of the Public Acts of 1978.

I. Provided, however, that an employee shall have the option to appeal any 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 Dispatch Supervisors, city Civil Service, as amended, or the aforementioned grievance/arbitration appeal provision, but not both.

ARTICLE 35

GENERAL PROVISIONS

For the purposes of any and all benefit calculations relevant hereto, a member shall be considered to have worked a full month if the member has worked through the 15th day of any such month.

ARTICLE 36

REOPENING OF CONTRACT

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.

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

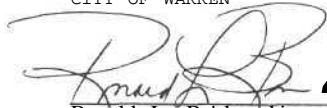
ARTICLE 37

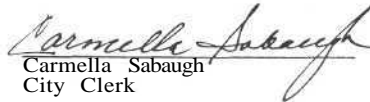
DURATION OF CONTRACT


It is agreed between the respective parties that this contract shall continue in full force and effect until 11:59 p.m. on June 30, 1992.

IN WITNESS THERETO, the undersigned parties have set
their hands this 18th day of December, 1991.

CITY OF WARREN


4-4
Ronald L. Bonkowski
Mayor



Carmella Sabaugh
City Clerk


A. PhMlip Easter
Director of Labor Relations


Richard Fox
Controller



Paul R. Pash
Commissioner of Police


Michael Smith
Personnel Director


Diane M. Stephens
Labor Relations Assistant


WARREN POLICE COMMAND
OFFICERS ASSOCIATION


Michael F. Metz
President


Kenneth Banaszewski
Secretary/Treasurer


Richard F. Dabrowjki


Gary L. Frazier


Donna Smith

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	.063493151	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

