

# **MASTER AGREEMENT**

**BETWEEN THE**

## **CITY OF DETROIT**

**AND THE**

## **DETROIT POLICE COMMAND OFFICERS ASSOCIATION**

### **UNIT I**

**July 1, 1996 - June 30, 2004**

A special thanks and acknowledgement to the following members, former members and associates of this organization who gave their time and effort to establish the Detroit Police Command Officers Association.

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Barbara Bell, Secretary, retired	John R. Runyon, Attorney
Cara J. Best, Publicist	Walter Schnabel, Board Member, retired
Stacy P. Brackens, Board Member	*Harold Scott, Board Member, retired
Fred Campbell, Treasurer	*Lerendeen Smith, Board Member, retired
*John A. Clark, Treasurer, 1995-1998	*Micah L. Smith, Sergeant-at-Arms
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Mary Ellen Gurewitz, Attorney	Ronald Vasiloff, Publicist, retired
*Laura Isom, President	*Barbara A. Weide, Secretary, retired
Patrick McCarthy, Vice President	*David Whitaker, Jr., Vice President, retired
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Jimmie Parker, Board Member, retired	Marshall J. Widick, Attorney
*Joanne Post, Treasurer, retired	Amos E. Williams, Attorney
*Richard Ridling, Board Member, deceased	*Broderick T. Williams, President, retired
	Eddie Womack Jr., Publicist, retired

\*Founding Members

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Executive Employees**

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## **LAW ENFORCEMENT CODE OF ETHICS**

As a Law Enforcement Officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty, equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to me or my agency. I will maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

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

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers. I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession – Law Enforcement.

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

## **1. PREAMBLE**

This contract entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the "City, Department or Employer") and the Detroit Police Command Officers Association, Unit I – Non-Executive Employees, an organization existing under the laws of the State of Michigan (hereinafter referred to as the "Association or Union") has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; orderly resolution of grievances; and the establishment of rates of pay, hours of work, and other terms and conditions of employment both economic and non-economic.

## **2. RECOGNITION OF ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment both economic and non-economic for members of the Association as follows:

All full-time and regular part-time Inspectors employed by the City of Detroit Police Department, excluding the Inspector in charge of the Planning and Inspection Section, the Inspector in charge of the Chief's Staff, the Inspector in charge of the Assistant Chief's Staff, the Inspector in charge of the Labor Relations Section; and also excluding executives, confidential employees and all other employees.

## **3. UNION SECURITY**

- A. All employees employed in Unit I, or who become employees in Unit I, who are not already members of the Union shall within sixty (60) days of the effective date of this Agreement (as to present employees), or within sixty (60) days of their date of promotion (as to future employees), become members; or in the alternative shall, as a continuing condition of employment, pay to the Union each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of employees of the Detroit Police Department who are members of the Union.
- B. The City upon receiving a signed statement from the Union indicating that a employee has failed to comply with this condition shall immediately notify said employee that his/her services shall be discontinued at the end of sixty (60) days, and shall dismiss said employee accordingly.

- C. An employee who shall tender or authorize the deduction of membership dues (or service fees) uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the conditions of this agreement so long as the employee is not more than sixty (60) days in arrears in payment of such dues (or fees).
- D. The City shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues (or fees).
- E. If any provision of this agreement is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- F. The City shall deduct from the pay of each employee from whom it receives an authorization to do so the required amount for the payment of Union dues or agency shop fees. Checked off dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the Union no later than thirty (30) days after such deductions were made. Employees who have not authorized a check off of Union dues or agency shop fees may pay such dues or fees semi-annually, in advance, directly to the Union, not later than thirty (30) days after the employee's first work day after January 1<sup>st</sup> and June 1<sup>st</sup> of each year.
- G. The Union shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid to the Union. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment for such deductions by mail to the Union, the City and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)
- H. The Union shall refund to the employees any dues and service fees erroneously deducted by the City and paid to the Union. The City may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.
- I. The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

#### **4. BASIS OF REPRESENTATION**

- A. Members shall be represented by a delegate who shall be a regularly assigned bargaining unit employee. One alternate delegate for the representative unit shall be selected and shall serve in the absence of the delegate.

B. The representative units and number of representatives allocated to each unit are as follows:

<u>DISTRICT</u>	<u>UNIT</u>	<u>STEWARDS</u>	<u>ALTERNATES</u>
1	Eastern Operations Bureau	1	1
2	Western Operations Bureau	1	1
3	Management Services Bureau Personnel Bureau	1	1
4	Headquarters Bureau	1	1
5	Office of the Asst. Chief Narcotics Bureau	1	1

C. Effective on the date this Agreement takes effect, for the purpose of having time to conduct Association business, the President and Vice-President of the Association shall be excused from Field Duty, Trial Board duties, and Board of Review duties.

Note: The parties agree that the time-off provisions of this paragraph constitute reference to the same Association business time provided for in the Collective Bargaining Extension Agreement between the City of Detroit and Unit II of this Association and does not constitute authorization for a separate President or Vice President with separate time off rights for one Unit exclusive of time off rights permitted for the other Unit.

D. The Department will grant a necessary and reasonable amount of time off, during working hours, and with regular pay for lost time, to Association officers, delegates and grievance committee members, who must necessarily be present for direct participation in the grievance adjustments, special conferences, and any other necessary business with the department. This privilege shall not interfere with vital police service.

E. The officers of the Association may be permitted to discuss Association business with members during duty hours, provided such discussions do not interfere with such member's or officer's duties.

F. The Association officer, members of the Board of Directors, delegates, and alternates shall be released from duty to attend Board meetings.

G. If the President of the Association is authorized or required to appear or perform any duties under this contract, he/she may appoint a designee to represent him/her.

H. The Association President shall not be prohibited from speaking publicly through any form of communication.



- I. A copy of photographs of Department functions shall be made available to the Association upon request on each specific occasion.
- J. A copy of each special order, general order, personnel order, teletype order, or training bulletins, or their equivalents, shall be provided to the Association President.

## **5. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. Nothing in this agreement limits or otherwise affects the existing authority of the Chief of Police under the Charter of the City of Detroit.
- B. The Department shall notify in advance, in writing, the Association President, or in his/her absence the next officer in line, when it anticipates exercising its right to make changes in working conditions. Conferences to discuss said anticipated changes shall be conducted at the request of either party. Such conferences shall not be construed as "formal" negotiations. Provided however, in no event shall the City make decisions which alter the relationship between the parties in regard to wages, hours, and the terms and conditions of employment. Any change(s) in that area requires re-negotiation of the contract.

## **6. ASSOCIATION RESPONSIBILITIES**

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

## **7. SPECIAL CONFERENCE**

- A. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- B. Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the special conference shall be confined to those matters listed on the agenda.

## **8. GRIEVANCE PROCEDURE**

- A. Every member of this bargaining unit shall have the right to present grievances in accordance with the procedure provided herein.
- B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- C. Commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.
- D. Grievances shall be processed according to the following procedures:

### **STEP 1 – Oral – Commanding Officer/Deputy Chief of Precinct, Division or Bureau:**

Any member who claims a provision of this Agreement has not been applied or interpreted properly may discuss the complaint with the member's immediate supervisor, with or without the presence of his/her steward. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The member shall have the right to discuss the complaint with the member's steward before any discussion takes place with the supervisor.

### **STEP 2 – Written – Commanding Officer/Deputy Chief of Precinct, Division or Bureau:**

If the matter is not satisfactorily settled, a grievance may be submitted in written form by the steward to the member's immediate supervisor. The written grievance shall set forth the name(s) and signature(s) of the member or members involved, so far as diligent efforts will allow, and the provisions of this Agreement, if any, that the grievant claims

have been violated. The supervisor's answer shall set forth the facts taken into account in answering the grievance. The written answer shall be presented to the precinct or bureau steward within fifteen (15) calendar days after receipt. Acceptance or rejection of the answer will be written on the grievance form by the member's steward.

**STEP 3 – Appeal to Deputy Chief/Assistant Chief:**

If the grievance is not satisfactorily adjusted or acted upon within fifteen (15) calendar days or the time limit is not mutually extended at Step 2, the grievance committee or steward shall appeal such grievance to the appropriate Deputy Chief/Assistant Chief. The Deputy Chief/Assistant Chief shall discuss the grievance with the grievance committee and/or steward and render a written answer within fifteen (15) calendar days of his receipt of the grievance.

**STEP 4 – Appeal to the Chief of Police:**

If the grievance is not satisfactorily settled or adjusted in Step 3, it shall be referred to the President of the Association who may appeal it to the Chief of Police. A meeting to discuss the grievance shall be held between the President or his designee, the grievance committee, and the Chief of Police or his designee within fifteen (15) calendar days after receipt of the grievance by the Chief of Police. A written decision shall be rendered within thirty (30) calendar days of the meeting.

Medical Grievance Procedure:

All grievances involving medical issues shall be filed with the President of the Association. The employee's commanding officer shall be presented an informational copy of the grievance. After conducting an investigation, the President or his designee may submit the grievance to the Police Department's Commanding Officer of the Risk Assessment Section (or its successor section) who shall be the designated representative of the Department. The Commanding Officer of the Risk Assessment Section (or its successor section) shall answer the grievance within thirty (30) calendar days, attaching copies of all medical records pertaining to the injury or illness involved in the grievance.

- E. Notwithstanding any other provisions herein, individual members may present their own grievances to the Department and have them adjusted without the intervention of a steward or Association officers, provided, however, that the member has given the steward or Association officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Department and the Association.
- F. Grievances affecting a large number of members may be treated as policy grievances and entered at the fourth step of the grievance procedure by the Association.
- G. Grievances shall be filed within thirty (30) days of the event, occurrence or knowledge of the facts giving rise to the grievance. Grievances not appealed in writing to the next step within fifteen (15) workdays or receipt of the last decision shall be considered settled on

the basis of the last decision. Grievances not answered on time may be moved to the next step or arbitration, whichever is applicable. All time limits or steps of the grievance procedure may be shortened, extended or eliminated by mutual written agreement.

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

## **9. ARBITRATION**

- A. Any unresolved grievance relating only to the interpretation, application or enforcement of a specific Article and Section of this Agreement or any Supplementary Agreement, hereto having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:
  - 1. The President of the Association shall initiate arbitration with a written notice to the Chief of Police of an intention to arbitrate. Upon receipt of notice to arbitrate, the City and the Association shall each appoint an arbitrator to represent them and each shall notify the other of the name of the person so designated. The Commanding Officer of the Legal Affairs Division and the President of the Association shall meet and appoint a third disinterested person to act as chairman of the Board of Arbitrators. In the event that the parties cannot agree upon the third person within ten (10) calendar days of the demand for arbitration, the Association or the City, within seven (7) calendar days, shall request the American Arbitration Association to appoint an impartial arbitrator to act as chairman in accordance with its then applicable rules and regulations, otherwise the appeal shall fail.
  - 2. It shall be within the authority of the Board of Arbitrators to make a decision binding upon the parties regarding the interpretation, application or enforcement of the Agreement.
  - 3. The costs of the arbitration shall be shared equally by the parties, except each party shall make arrangements to pay its own Board member and witnesses.
  - 4. The parties may request in writing each other's cooperation to have available at the arbitration proceedings any witnesses requested by the other party.
  - 5. If the unresolved grievance pertains to a medical issue, the arbitration procedure specified in this article shall be in all respects the procedure for arbitration as defined herein.

- B. When a member is suspended pending disposition of charges against him/her in a court of law or a trial board proceeding there shall be no offset of interim earnings provided he/she is exonerated and restored to duty. In consideration for the above, the Department agrees to process cases of members under suspension in a prompt manner.
- C. If a member's disciplinary penalty is simply modified or lessened to the extent that he/she has a claim for back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages shall be limited to the amount of wages that the member otherwise would have earned less any compensation for personal services he/she may have received from any source during the period in question, but excluding previously department authorized income earned outside his/her regularly scheduled work period.
- D. There shall be no appeal from the decision of a majority of the Board of Arbitrators if made in accordance with its jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all bargaining unit members, and on the City. The Association will actively discourage attempts by any bargaining unit member to appeal a decision of the Board of Arbitrators to any Court or labor board, and will not aid or abet in any such attempt.
- E. In the event a case is appealed to the Board of Arbitrators and the Board finds that it has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- F. The decision of a majority of the Board of Arbitrators in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award not be binding precedent in like analogous situations pending at that time.
- G. The Board of Arbitrators shall limit its decision strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and it shall be without power or authority to make any decisions:
1. Contrary to or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
  2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
  3. Limiting or interfering in any way with the powers, duties, or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
  4. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy, or rule does not conflict with this Agreement.

5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article or section hereof, the matter in question falls within the exercise of rights set forth in Article 5 of this Agreement entitled "Management Rights and Responsibilities."
6. Concerning the establishment of wage scales, rates of new or changed jobs, or change in any wage rate.
7. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
8. Granting any right or relief, for any period of time, whatsoever prior to the effective date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

## **10. DISCIPLINE PROCEDURES**

The following disciplinary procedures shall apply to all members covered by this Agreement. Except as expressly provided herein, discipline imposed upon bargaining unit members may not be challenged through the grievance and arbitration procedures set forth elsewhere in this Agreement.

### **A. WRITTEN REPRIMAND PROCEDURE**

The first level of formal discipline shall be a written reprimand, which may be issued by any officer superior to the bargaining unit member being disciplined. Before a reprimand is placed in the member's file, a copy of the reprimand shall be provided to the member and the Association by the issuing officer. The issuing officer shall also explain the reasons for the reprimand to the member and request his/her signature on the original, file copy, acknowledging receipt of the same.

In the event a member believes he/she has been unjustly reprimanded, he/she may appeal such action. The appeal must be made in writing within ten (10) business days of the service of the reprimand. The appeal of a reprimand issued to an Inspector shall be heard by a Deputy Chief. The Chief of Police may designate an alternate hearing officer for valid reasons. The appeal hearing shall be conducted within sixty (60) days from the receipt of the appeal request. The hearing officer shall provide a written decision within ten (10) business days of the hearing and shall be empowered to sustain or dismiss the reprimand. Reasonable adjournments shall be granted. The hearing officer's decision shall be final and no further appeal permitted.

Reprimands shall be removed from the employee's file after one (1) year, including notations on the personnel file cover sheet.

## B. COMMANDING OFFICER HEARING

The second level of formal discipline shall be a short-term disciplinary suspension, which shall not exceed three days in the case of one charge or five days in the event of two charges. Upon a full investigation of allegations, a Deputy Chief shall be empowered by the Chief of Police to conduct a hearing and to render a disciplinary penalty. No more than two (2) charges shall be adjudicated. The penalty shall not exceed three days for one charge or five days for both charges. Commanding Officer Hearings are not adversary in nature and no pleas shall be taken; however, the member will be given the opportunity to make statements or speak on matters of mitigation during the hearing. No tape recordings or stenographic notes will be made at the hearing. The Chief of Police may designate an alternate hearing officer for valid reasons.

A member shall receive at least ten (10) business days notice of a Commanding Officer Hearing. A copy of the notice shall also be provided to the Association. A member scheduled for a Commanding Officer Hearing may elect to proceed to a Personnel Director Hearing in lieu of a Commanding Officer Hearing.

Any member not satisfied with the decision rendered at a Commanding Officer Hearing may appeal such disposition to a Personnel Director Hearing provided the sentence imposed exceeds two (2) days. If the sentence imposed at the Commanding Officer Hearing is two (2) days or less, it shall be final and binding with no right of appeal.

## C. PERSONNEL DIRECTOR HEARING

The following procedures shall apply to original hearings as well as appeals. Any disciplinary hearing potentially involving more than two charges or a disciplinary suspension of more than three days per charge shall be initiated at the level of the Personnel Director.

Upon a full investigation of allegations against a member, the Chief of Police may direct the Director of Personnel to conduct a hearing and to render a disciplinary penalty that shall not exceed ten (10) days. The hearing shall be adversarial in nature and both the department and the member shall be entitled to call witnesses. The hearing shall be de novo and recorded by electronic means or certified court reporter. The Chief of Police may designate an alternate hearing officer for valid reasons. A penalty imposed at a Commanding Officer Hearing may not be increased.

The department shall give the member and the Association fifteen (15) business days notice of any Personnel Director Hearing. Such notice shall indicate the time and place with a list of all witnesses to be called. The notice shall also contain the charges and specifications against the employee. Reasonable adjournments shall be granted.

After the hearing, the hearing officer shall render a written decision that includes findings of fact.

A member not satisfied with the decision rendered at a Personnel Director Hearing may appeal the decision by submitting a written appeal directed to the Chief of Police within twenty (20) business days of receipt of the decision. The appeal may be to the Board of Police Commissioners, or with the concurrence of the Association, to arbitration.

#### D. CHIEF OF POLICE HEARING

The following procedures shall apply to original hearings as well as appeals. Any disciplinary hearing potentially involving a disciplinary penalty greater than a ten (10) day disciplinary suspension shall be initiated at the level of the Chief of Police.

Upon a full investigation of allegations against an employee, the Chief of Police or his designated representative may conduct a hearing and render a disciplinary penalty. Except in cases of the hearing officer's separation from the Department or mutual agreement between the Association and the Department, the original hearing officer shall continue as the hearing officer throughout the proceedings including adjournments. The hearing shall be adversarial in nature and both the Department and the member shall be entitled to call witnesses. The hearing shall be recorded by electronic means or certified court reporter.

After the hearing, the board shall render a written decision that includes findings of fact.

The department shall give the member and the Association fifteen (15) business days notice of any hearing. Such notice shall indicate the time and place with a list of all witnesses to be called. The notice shall also contain the charges and specifications against the employee. Reasonable adjournments shall be granted.

A member not satisfied with the decision rendered at a hearing may appeal the decision by submitting a written appeal directed to the Chief of Police within twenty (20) business days of receipt of the decision. The appeal may be to the Board of Police Commissioners, or with the concurrence of the Association, to arbitration. A matter appealed to arbitration may not also be appealed to the Board of Police Commissioners.

In circumstances where a member has been or may be suspended without pay prior to an administrative hearing, the Chief of Police may conduct a hearing to determine whether such suspension shall remain in effect. Such hearing is not adversarial in nature; however, the member or counsel may make statements on his/her behalf.

#### E. TRIAL BOARD

The Chief of Police may, when appropriate, convene a Trial Board in lieu of a Chief of Police Hearing to hear a just cause discipline matter.

The department shall give the member and the Association fifteen (15) business days notice of any Trial Board. Such notice shall indicate the time and place with a list of all witnesses to be called. The notice shall also contain the charges and specifications against the employee. Reasonable adjournments shall be granted.



After the Trial Board, the Board shall render a written decision that includes findings of fact.

A member not satisfied with the decision rendered at a Trial Board may appeal the decision by submitting a written appeal directed to the Chief of Police within twenty (20) business days of receipt of the decision. The appeal may be to the Board of Police Commissioners, or with the concurrence of the Association, to arbitration. A matter appealed to arbitration may not also be appealed to the Board of Police Commissioners.

In circumstances where a member has been or may be suspended without pay prior to an administrative hearing, the Chief of Police may conduct a hearing to determine whether such suspension shall remain in effect. Such hearing is not adversarial in nature; however, the member or counsel may make statements on his/her behalf.

#### F. BOARD OF POLICE COMMISSIONERS APPEAL

Appeals to the Board of Police Commissioners will be based upon the record made at the Personnel Director Hearing, Chief's Hearing or Trial Board. No new testimony or evidence shall be received. If the Board of Police Commissioners decide that new evidence or testimony should be heard, they shall remand the case for further proceedings. The member and the Department shall be afforded an opportunity for oral argument before the Board of Police Commissioners prior to a final determination. The Board of Police Commissioners shall notify the member of its decision in writing. In no event shall the penalty be increased from that imposed at the original hearing. The decision of the Board of Police Commissioners shall be final.

#### G. ARBITRATION

An appeal of a disciplinary decision to arbitration shall be subject to the arbitration procedure of Article 9, insofar as they are specifically applicable to discipline arbitration, subject to the following provisions:

1. A disciplinary matter brought to arbitration shall be heard de novo on all issues if a penalty of dismissal or suspension of thirty (30) days or more has been imposed.
2. If the disciplinary penalty involves a suspension of less than thirty (30) days, the arbitration shall be based upon the record made during the original hearing, except as to the severity of penalty. Probative evidence with regard to severity of penalty may be admitted without regard to whether or not such evidence was produced at the original hearing.
3. In arbitration hearings that are de novo either party may introduce into evidence the record of witnesses who appeared in the original hearing but are not available to testify in the arbitration hearing. The party wishing to use the prior record must demonstrate good faith efforts to procure the attendance of the witness at the arbitration hearing. This paragraph is not intended to preclude the admission of other recorded testimony or statements that the arbitrator deems properly admissible.

4. The arbitrator shall have the authority to affirm the penalty, to reverse or set aside the penalty, or to modify it in any way. In no event shall the arbitrator increase the penalty.
- H. A steward or other representative of the Association, legal counsel or both shall have the right to be present and if requested by the member to represent the employee at all levels of formal disciplinary proceedings.
- I. Loss of pay imposed as a penalty ordered at a disciplinary proceeding will not be implemented during the pendency of appeals. When a member is suspended without pay for reasons other than as a penalty ordered at a disciplinary proceeding, there shall be no entitlements to back pay unless and until the matter is finally adjudicated and such award is ordered.
- J. Disciplinary actions described in this Article shall not be appealed through the grievance procedure.
- K. Nothing in this Agreement shall abridge a member's right after his/her final administrative remedy to proceed to the appropriate court under the remedy allowed by law.

## **11. MEMBER'S RIGHTS**

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

1. Any member who is accused of violating any criminal law (City, State or Federal) shall be entitled to his full rights under the State and Federal Constitutions without being disciplined for exercising such rights unless specifically excepted in this Agreement.
2. A member shall have the right to have counsel present at any disciplinary proceeding where testimony is given, and to have counsel cross examine all witnesses against the member.
3. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member and shall further have the right to be present during all administrative and investigatory proceedings when the investigated member must be present.
4. If a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his/her part, he/she shall have at least thirty-six (36) hours from time of the order in which to comply.

If the member is ordered to make an oral statement, he/she shall comply subject to the receipt of Garrity warnings and shall be given a reasonable time to act in accordance with such rights.

5. Throughout all disciplinary hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.
6. If the Chief of Police should exercise his right to convene a Trial Board, upon conclusion of the presentation of evidence the members of the Trial Board shall make a finding of fact. Such finding shall be reduced to writing and a copy given to the member and to his/her counsel. Findings must be served within ten (10) days of the conclusion of the hearing. No appellate time requirements shall begin to run until such time as counsel has been physically served with such written findings.
7. No member shall be disciplined, discriminated against, or reassigned because he/she exercises any of his/her constitutional rights before any grand jury, investigative body, court, or law enforcement agency (federal, state and local) as well as any investigative committee of any legislative body (federal, state and local).
8. Whenever a member is under investigation or subjected to interrogation by another member of the Department which could lead to disciplinary action, demotion, dismissal, or criminal charges, the following applies:
  - a. The interrogation shall be conducted at a reasonable hour.
  - b. No interrogation shall begin until the member has been notified that he/she has a right to have counsel or an officer of the Association present.
  - c. If any of the interrogators are sworn police officers, at least one shall be present during the interrogation who is of a rank higher than that of the member being interrogated.
  - d. Neither the home address nor the photograph of any member suspected of any wrongdoing shall be given to the press or the news media without the written consent of the member.
  - e. The complete interrogation of the member, including a notation of all recess periods, shall be recorded and there shall be no unrecorded questions or statements. At the request of the member, a copy of the interrogation shall be furnished to him/her.
9. Any member who is suspended or discharged as the result of any indictment, shall be immediately restored to duty upon a dismissal of charges against him/her.
10. When a member is suspended pending disposition of charges against him in a court of law or a trial board proceedings, there shall be no offset of interim earnings provided he/she is exonerated and restored to duty.

11. Once disciplined, no member shall be re-disciplined for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first discipline.

## **12. DEPARTMENT FILES**

- A. All personnel records which include home addresses, phone numbers and pictures of members shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the member involved.
- B. A member shall have the right to inspect his official personnel record, wherever kept, twice a year or more often for good cause shown.
- C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. Said member shall have the right to make duplicate copies for his/her own use at his/her own expense. No records, reports, investigations, evaluations or similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.
- D. A member shall have the right to include in his/her personnel record and in any other file kept by the Department, a written refutation of any material he/she considers to be detrimental and to request its removal.
- E. Members may inspect their personnel file upon retirement and nothing shall be inserted in such files after date of retirement.
- F. The Department need not comply with the above provisions for inspection in those areas where there is a current investigation of the member. The member must be told, however, that he/she is being investigated and apprised of the subject matter of the investigation.
- G. Reprimands issued shall be removed from the member's file after one (1) year.

## **13. LEGAL COUNSEL**

The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against members of the Detroit Police Command Officers' Association alleging any act committed while said member was in the good faith performance of his duties. A contrary determination by the City is not final and binding as provided by the code but is subject to review by an arbitration panel under the grievance arbitration provisions of this Agreement.

The City shall promptly undertake the defense of an action on behalf of a member pending determination of the "good faith" question.

This provision shall otherwise be in accordance with Section 13-11-1 of the Municipal Code of the City of Detroit.

## **14. FIELD DUTY OFFICER**

- A. Field Duty Officers (F.D.O.) shall be selected from a list that includes the names of all members of the department holding the rank of Inspector at the time the assignments for a particular time period are made. Inspectors appointed after the schedule is published will be utilized to fill vacancies as they occur during the term that the current list is in effect. Under normal circumstances, no member shall be assigned a third FDO tour until all others have been assigned two tours during the twelve-month period covered by two consecutive field duty rosters.
- B. Members shall continue to be afforded the opportunity to submit "block out dates" to cover furloughs and other anticipated lengthy absences and shall not normally be assigned this duty on the dates blocked out. Members who desire a change in the schedule after it is published must locate a replacement and make the required notification.
- C. Members on restricted duty shall be excused from participation in the field duty assignment rotation only at the direction of the Medical Section. Members who are on restricted duty shall not wear a uniform when performing this duty.
- D. Activity log sheets, if required, must under normal circumstances be distributed to the Chief of Police and the Assistant Chief by 2:00 p.m. of the next regular business day. Other required copies shall continue to be forwarded by department mail.
- E. When there are multiple shifts, shift assignments shall be rotated evenly among the members with no member having a particular shift again until the member has worked all other shifts associated with the assignment. This does not preclude a member from exchanging assignments with another member by mutual agreement after the roster is published.
- F. Holiday assignments shall include the entire holiday week/weekend and shall be rotated evenly among the members. Ordinarily, no member shall be scheduled to work a second holiday week/weekend until all eligible members have worked one holiday as a Field Duty Officer during the twelve month period covered by two (2) consecutive Field Duty rosters.
- G. Both parties understand that the purpose of this section is to insure that these assignments are made in a fair and equitable manner and that the guidelines established herein should not preclude the Chief of Police from selecting personnel for particular assignments based on the exigent needs of the Department.

## **15. DOWNTOWN DUTY OFFICER (2401)**

- A. The Downtown Duty Officer shall be selected, as needed, from the same list of Inspectors used to select the Field Duty Officers. Selection of a member for this assignment will be considered the same as if a member was selected to work any other field duty assignment.
- B. All applicable rights, restrictions and limitations set forth in the preceding section apply to the Downtown Duty Officer roster.
- C. Members may be assigned to work "out of order" as needed with the understanding that extra Downtown Duty details worked during the summer are to be made up when scheduling the winter field duty assignments. Members should, as evenly as possible, work the same number of Field Duty assignments and/or Downtown Duty details when counting any two consecutive field duty periods.

## **16. OUTSIDE EMPLOYMENT**

- A. A member may engage in outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the member's duties and responsibilities as a police officer.
- B. Approval for outside employment must be obtained from the Chief of Police and shall be for a period of one (1) year. The member may request it be renewed after one (1) year.
- C. Approval will not be granted for outside employment which would involve more than thirty (30) hours per week of work, or for work in private or personal security or in businesses that are regulated by the Detroit Police Department (id est, bars, adult movies, adult book stores, et cetera).
- D. Approval to engage in outside employment shall not be unreasonably withheld.

## **17. POLITICAL OFFICES**

- A. A member of the bargaining unit covered by this Agreement may become a candidate for political office, partisan or non-partisan, as long as he/she restricts his/her campaign activities to off-duty time.
- B. A member running for political office is not required to resign or take a leave of absence from the Detroit Police Department provided that this activity does not interfere with his/her normally assigned duties.

- C. While off-duty and not in uniform any member may fully participate in any political activity either partisan or non-partisan.
- D. If a member is elected to a political office that requires his/her full-time work, the member shall take a leave of absence without pay for the term of office the member was elected to, or he/she shall resign.

## **18. HEALTH AND SAFETY**

- A. Safety glasses and ear protectors shall be provided at all police firing ranges and members shall not be required to fire without same.
- B. The City will provide and maintain clean, sanitary buildings and will repair unsafe work facilities in an expeditious manner.
- C. This section shall not be construed to impair or limit the applicability of any state or federal law or regulation affecting health and safety in department buildings and work facilities.

## **19. LEAVES OF ABSENCE**

### **A. General Leaves of Absence**

A leave of absence without pay may be granted to members with at least five (5) years of continuous service with the City as a sworn member of the Detroit Police Department for a period not to exceed one (1) year. The employee shall submit the request for the leave of absence, in writing, to the Chief of Police through channels. The request shall include the reason(s) for the leave and the length of time requested. All recipients of educational leaves must present continuing proof of enrollment for the specified period of absence. The Association shall be notified when a leave of absence has been granted.

### **B. Medical Leaves of Absence**

1. To be eligible for a medical leave of absence, a member must have a minimum of five (5) years of continuous service with the City as a sworn member of the Detroit Police Department from the date of appointment to the effective date of the leave of absence. No member shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a medical leave of absence.
2. A medical leave of absence without pay shall be granted to a member who is suffering from a non-service connected sickness or disability for which the member's physician prescribes extended treatment or rest.

3. A written request for a medical leave of absence shall be submitted to the Medical Section. The request shall contain the diagnosis, treatment prescribed and length of absence required. It must be accompanied by a signed endorsement from a physician describing a complete medical diagnosis. Approval granting a medical leave of absence shall be made by the Chief of Police.
4. In no case may a medical leave of absence extend beyond six months except with the permission of the Chief of Police. Before a member on medical leave is returned to duty, the Department Physician shall make a written recommendation to the Chief of Police. Upon return to active duty a member shall be restored to his/her rank and shall retain all seniority rights including longevity privileges.

C. Maternity Leave of Absences

1. To be eligible for a maternity leave of absence, a member must have a minimum of five (5) years of continuous service with the City as a sworn member of the Detroit Police Department from the date of appointment to the effective date of the leave of absence. No member shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a maternity leave of absence.
2. Maternity leave without pay shall commence as follows: When it is deemed by competent medical authority that a member is no longer able to perform all the duties involved in taking proper police action; when a member thinks she can no longer safely work; or, when her medical condition or any other valid reason leads the Department to believe a mandatory leave of absence is necessary.
3. Upon confirmation of pregnancy, the commanding officer of the member's section or unit must be notified without unnecessary delay. The member shall furnish to her commanding officer and the Medical Section written medical evidence from her doctor verifying her condition, stating an expected delivery date, and evaluating her physical ability to perform regular police duties.
4. Prior to commencement of the leave, the member shall prepare a Request For Leave, D.P.D. 334A, addressed to the Chief of Police requesting a leave of absence for maternity reasons. This memorandum shall be prepared in quadruplicate and shall state the request for leave with date of commencement and the expected date of return to duty. It shall be presented to the member's commanding officer along with the appropriate medical letter from her doctor.
5. Within sixty (60) days after delivery, a member shall report to the Medical Section for a determination of her ability to return to full duty. At this time the member shall present a medical letter from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may a member's maternity leave of absence extend six (6) months beyond the date of delivery except with permission of the Chief of Police. Before a member on



maternity leave is returned to duty the Department Physician shall make a written recommendation to the Chief of Police. Upon return to active duty a member shall be restored to her rank and shall retain all seniority rights including longevity privileges.

D. Termination of Leaves of Absence

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

E. Conduct on Leave

Members on leaves of absence shall maintain the same standards of conduct that are required of sworn Police Officers. Acts of misconduct of a serious or grave nature that are committed by a member while on a leave of absence may subject the member to disciplinary action in accordance with this Agreement up to and including discharge from the department.

## **20. ABSENT WITH LEAVE AND ABSENT WITHOUT LEAVE**

- A. Absent With Leave: Absent with leave is considered a full duty status with all related benefits. The member is on authorized absence to attend certain types of conventions, special training, seminars, or is on contractually granted absences authorized for certain union officials.
- B. Absent Without Leave: Personnel who fail to report for duty without prior authorization shall be considered absent without leave. Any such absence for five consecutive days shall be deemed a resignation.

## **21. LONGEVITY PAY**

- A. Members covered by this Agreement shall receive, on the first pay date after December 1<sup>st</sup>, a longevity payment as follows:
1. Members may qualify for the first step of longevity pay provided they have served as City employees for an accumulated period of five (5) years.
  2. Members may qualify for the second step of longevity pay, inclusive of the first step, provided they have served as City employees for an accumulated period of eleven (11) years.

3. Members may qualify for the third step of longevity pay, inclusive of the first and second steps, provided they have served as City employees for an accumulated period of sixteen (16) years.
  4. Members may qualify for the fourth step of longevity pay, inclusive of the first, second and third steps, provided they have served as City employees for an accumulated period of twenty-one (21) years.
  5. The first step of longevity increment shall be two hundred fifty dollars (\$250). The second step of longevity increment, inclusive of the first step, shall be five hundred dollars (\$500). The third step of longevity increment, inclusive of the first and second steps, shall be seven hundred fifty dollars (\$750). The fourth step of longevity increment, inclusive of the first, second and third steps, shall be seven hundred fifty dollars (\$750) plus one percent (1%) of the employee's base salary.
  6. Effective for the December, 2000, longevity payment, the longevity increments shall be as follows: The first step of longevity increment shall be 1% of base salary. The second step of longevity increment, inclusive of the first step, shall be 2% of base salary. The third step of longevity increment, inclusive of the first and second steps, shall be 3% of base salary. The fourth step of longevity increment, inclusive of the first, second and third steps, shall be 4% of base salary.
- B. Members who have qualified for longevity pay and have accumulated at least 216 days of paid time exclusive of overtime or premium time during the year immediately preceding any December 1<sup>st</sup> date or other day of payment will qualify for a full longevity payment provided they are on the payroll on the December 1<sup>st</sup> day or any other date of qualification. Except for members first qualifying for increments, the payment will be made in a lump sum annually on the first pay date after December 1<sup>st</sup>.
- C. No member will be denied a full longevity payment on December 1<sup>st</sup> because of a temporary unpaid absence of thirty (30) continuous days or less extending through the December 1<sup>st</sup> day in question.
- D. Members who first qualify for longevity pay increments in any month after any December 1<sup>st</sup> date shall be paid such increment on a pro-rata basis upon attaining such qualification in the amount of a full increment less one-twelfth (1/12) thereof for each calendar month or fraction thereof from the previous December 1<sup>st</sup> date to date of such qualification.
- E. Prorated longevity payments may be made between December 1<sup>st</sup> dates to qualified members who separate or take leave from City service, excluding those who are discharged, those who resign and those who resign with a vested pension. Such prorated longevity increment shall be paid for time served on a full calendar month basis since the date of their last longevity payment provided that each month shall contain at least eighteen (18) days of service.

- F. All of the above provisions, except paragraphs A-1 through 6 shall be in accordance with Chapter 13, Article 7, of the Municipal Code of the City of Detroit which is incorporated herein by reference.

## **22. DISABLED TIME**

- A. Disabled time is time not worked when a member has sustained an injury or illness in the performance of duty.
- B. During periods of disability, members remain fully accredited in that they continue to draw their regular salaries, accumulate sick leave and furlough time and all other benefits, and are subject to the rules and regulations of the Department insofar as their condition permits.
- C. The member shall not be returned to duty if he/she is unable to properly perform his/her assigned duties.

## **23. SERVICE WEAPON**

- A. All members shall be provided at no charge with their department-issued service weapon upon retirement.
- B. The Department may refuse to give members their weapon upon retirement for good cause shown.

## **24. SICK TIME**

- A. Sick Banks: There are two sick banks, current sick bank and seniority sick bank.
1. Current sick bank is designated as that sick time accumulated at the rate of one day for every calendar month in which a member has been credited for not less than eighteen (18) paid time days, excluding overtime. The accumulation of the current sick bank is limited to 125 days. Effective June 30, 1998, the current sick bank shall accumulate without limitation.
  2. Every member who has a current service status for a full fiscal year shall be credited with five (5) days in his/her seniority bank on July 1 of each year.

However, if a member retires with 25 years of service and has failed to qualify for the additional five (5) days because of appointment date, five (5) additional sick days will be added to the bank solely for the purpose of paying unused sick leave pursuant to Subsection L of this Article. Effective July 1, 1998, the seniority sick bank shall accumulate without limitation.

- B. Sick Time Credit: The term "sick time" shall be defined as absence due to illness or injury of the member, to exposure to a contagious disease, and to the attendance upon immediate members of the family of the member of the Department living within his/her household, including husband, wife, children, father, mother, sister, brother, and relatives living in the same household regardless of degree of relationship. The granting of sick time for attendance upon these relatives is not limited to any given number of days per fiscal year; however, no more than three (3) days will be granted in one instance. This sick time is granted to permit the member to make arrangements for care of the ill person so that he/she may return to duty. When it comes to the attention of the Department that a member is abusing sick leave, the Chief of Police may cause an investigation to be initiated. Such investigation may result in disciplinary action, consistent with this Labor Agreement.
- C. Deductions from the Sick Bank: Sick banks, both current and seniority, are designed to provide for non-duty connected illness or disability. No deduction from either current or the seniority sick banks shall be made for any sick time resulting from a service connected illness or disability which is certified by the Department Physician.
- Sick time shall be charged first to the current sick bank and secondly, to the seniority sick bank in periods of not less than half-days.
- During a period of illness, only that time which would be actual working time will be deducted from the sick bank. Illness or injury during furlough time may be changed to sick time in lieu of the member's furlough, provided such illness or injury during the furlough shall be reported forthwith to the member's commanding officer and to the Medical Section. Such illness or injury will be verified by the Medical Section. The unused portion of the member's furlough will be rescheduled and used immediately following recovery from the illness or injury which made the change necessary.
- D. No Home Confinement: An employee unable to perform police duties because of injury or while recuperating from an illness may absent himself/herself from his/her home while sick.
- E. Reporting Illness or Disability: When any member becomes sick, the officer in charge must be notified without delay and informed where the member is confined. If a member is hospitalized, the officer in charge shall be notified and will cause the Medical Service to be notified, during the next regular office hours, of the nature of the illness and the hospital to which the member was admitted.

- F. Restricted Duty: Restricted duty assignments are made by the Chief of Police under the authority granted by Title IV, Chapter 21, Section 14, paragraph (g) of the City Charter and are subject to the limitations thereof. The number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists, shall be within the discretion of the Department.

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

When a member having a non-duty related injury or illness is displaced from a restricted duty position, or when no restricted duty position is currently available, the member shall be placed on a waiting list for assignment to an available restricted duty position. Placement on this waiting list shall be by departmental seniority and placement in restricted duty positions shall be made in seniority order provided the member is able to perform the duties of the particular restricted duty position.

Notwithstanding the provisions of this Article, members on restricted duty for a non-duty related injury or illness and who are able to perform the duties of their regularly assigned job shall not be subject to being displaced by either a member having a duty related injury or illness or by a more senior member having a non-duty related injury or illness. In addition, a member on restricted duty as of June 30, 1998, shall also not be subject to being displaced. Provided, however, that this special status shall be lost either upon the member being restored to full duty or the member becoming eligible for full duty for the particular medical condition for which restricted duty status was granted as of June 30, 1998.

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

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

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

- G. Determination of Sick or Disability Status: It is the responsibility of the Department Physician to determine whether the illness or injury of a member is duty incurred. When a member sustains an original injury in the performance of duty during his/her regular duty hours, and is unable to complete his/her tour of duty, he/she shall be carried disabled. At all other times, he/she shall be carried sick until a final determination is made by the Department Physician. Under no circumstances shall the status of a member being carried sick or disabled be changed in the time book or other Department records without the written authorization of the Department Physician. The Department Physician shall authorize such change by preparing an inter-office memorandum. Members are automatically assigned to Platoon Two while disabled.
- H. Report for Duty When Ordered: Any member reported fit for duty by the Department Physician who does not report for duty on the date indicated by the Physician shall be considered absent without leave.
- I. Return to Duty: To assure proper health safeguards for Department personnel, members who are ordered off duty by the Department Physician due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by a member of the Department's medical staff.
- J. Illness or Injury Services: In non and/or post emergency cases, police personnel who have incurred a service connected illness or injury must obtain approval from the Department Physician before securing any type of medical attention or treatment for the illness or injury, including x-rays and dental care. The Department will not be liable for costs so incurred unless prior approval is obtained.

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

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

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

- L. Bonus Vacation Days: Bonus vacation days are granted for unused current sick time. Members who have accumulated a minimum of fifty (50) sick days including both current and seniority days and have a minimum of six (6) years of service on July 1st of

each year will be credited with one-half of the unused current sick time from the previous fiscal year up to six (6) days. A member may request to take his bonus vacation days in any sequence by submitting a request in writing to his/her commanding officer. Bonus vacation days which are not used prior to the end of the fiscal year will be lost.

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

A member shall receive a full pay for 50% of the unused accumulated sick bank amounts.

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

## **25. FUNERAL LEAVE**

- A. If a death occurs among the member's immediate family such member will be granted three (3) days funeral leave, not to be deducted from his/her sick bank provided that such leave may be extended to five (5) days within the discretion of the unit commanding officer based on individual circumstances.
- B. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, stepfather, stepmother, or other relatives that reside in the member's household.
- C. If a death occurs among the relatives of the member, such member will be granted one (1) day funeral leave not to be deducted from his/her sick bank.
- D. Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, or father-in-law.

## **26. HOLIDAYS**

- A. Schedule of Holidays: Each member shall be entitled to a holiday on one Election Day in each year or an eighth holiday if an election is not scheduled. (Notification will be made by special order.)

Employees shall also be entitled to the following holidays:

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

A ninth holiday shall be granted to members who have been employed ninety (90) days or more and who are entitled to regular holidays under existing ordinances. This holiday shall be taken at any time during the fiscal year that is mutually acceptable to the member and the department. Ninth holidays that are not used prior to the end of the fiscal year will be lost.

B. Holiday Premium:

1. Effective July 1, 1996, through September 3, 2000, bargaining unit members shall receive one leave coming day for each holiday worked.
2. Effective September 4, 2000, bargaining unit members who are assigned by the Chief of Police or his authorized designee to be "on duty" on a holiday shall receive double-time pay (200%) for all hours worked.
3. In determining whether double-time premium pay is applicable, the provisions of the DPLSA labor agreement shall apply. If a Police Lieutenant was required to work the same schedule and would be eligible to receive holiday premium pay, then the Police Inspector member of this bargaining unit shall be entitled to same holiday premium pay eligibility.
4. Similarly, the double-time rate of pay for the Police Inspector member of this bargaining unit shall be computed in the same fashion as for a Police Lieutenant represented by the DPLSA.

## **27. LEAVE COMING DAYS**

- A. Accruing Leave Days: Members, who do not qualify for overtime pay, may be authorized to carry leave days forward to succeeding work periods.
- B. Not more than 30 leave days shall be carried over into the next fiscal year.
- C. Effective on the date this agreement takes effect, the balances in the members' Leave Coming Banks shall be paid off to zero (0) using their rates of pay in existence thirty (30) days prior to the date paid.



## **28. EXCUSED TIME DAYS**

- A. Members shall be granted four (4) hours of "Excused Time" on Good Friday or the last four (4) hours on the last scheduled day prior to Good Friday, and eight (8) hours of "Excused Time" on the last scheduled paid day before Christmas Day and before New Year's Day provided they are on the payroll through the holiday in question. Members shall also be granted eight (8) hours of "Excused Time" on Martin Luther King's birthday.
- B. Members may request to work on an "Excused Time" day with the permission of his/her commanding officer. If that permission is granted, or if the member is required to work for unanticipated circumstances, the member will be carried working and the "Excused Time" will be banked. No holiday premiums will be paid for work on these days.

## **29. FURLOUGH**

- A. The annual furlough shall be divided into two (2) seasons, summer and winter. Each furlough season shall consist of thirteen (13) furlough periods, corresponding with the bi-weekly payroll periods. Each furlough period shall contain ten consecutive days that begin with the first day of the payroll period. The furlough shall also include the leave days granted in connection with the furlough.
- B. Leave days added to a furlough shall not be cancelled unless the accompanying furlough is cancelled.
- C. Furlough drawings shall be made by special arrangement with the Deputy Chief of the involved bureau, or in the case of the Personnel Bureau, with the Director of Personnel. The date by which this process is to be completed will be published by special order. Once selected, the scheduled furlough periods for executives will be forwarded to the Chief of Police and the Assistant Chief for their review and approval. Once approved, scheduled furloughs shall not be changed except by mutual consent or unanticipated extraordinary circumstances.

## **30. JURY DUTY**

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

- C. In order to receive payment for jury duty supplementation, a member must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his/her supervisor that he/she has been summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment, provided that the department head shall have discretion in seeking to have the employee excused when his/her services are essential. The provisions of this section are not applicable to an member, who, without being summoned, volunteers for jury duty.
- D. Members shall have the option when called to jury duty to use vacation, bonus vacation or compensatory time for such service. In that event, the member will not be required to turn in his/her jury pay. However, the member must notify the department of his/her desire to exercise this option prior to the first date of jury service.
- E. For payroll purposes, jury duty shall be considered as time worked.
- F. Any member on jury duty will be continued on the payroll and be paid at his/her straight time hourly rate of his/her normally scheduled hours of work. Upon return from jury duty, the member shall present evidence of the amount received from such jury duty and return that amount to the City.

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

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

### **31 . UNIFORMS**

- A. The members of the bargaining unit shall continue to be provided with uniforms and accessories in accordance with present practice.
- B. Each member of the bargaining unit shall receive an annual uniform cleaning allowance of \$250 per year payable the first payroll period each fiscal year.

### **32. RESIDENCY**

Effective on the date this new labor contract is agreed to, consistent with the provisions of Public Act 212 of 1999, the membership of this bargaining unit will not be subject to a residency requirement.

### **33. MISCELLANEOUS**

- A. The Department will furnish for the use of the Association, space for a bulletin board at Police Headquarters' conference room and any other Department meeting sites to which the majority of the Association members would be required to gather.
- B. Nothing in this Agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by federal, state and local laws and rules and regulations.
- C. An employee shall not be required to use his privately owned vehicle for any police purpose.
- D. If during the term of this Agreement, a federal mandatory social security act is enacted affecting members of the Association, the parties shall promptly enter into negotiations toward the implementation of said act.
- E. Offices and desks shall not be opened for inspection except in the presence of the member or a representative designated by him/her for that purpose. If the member or representative refuses to be present, the Department shall have the right to inspect the office or desk after notification to the member's commanding officer of the refusal.
- F. Lump Sum for Banked Time:
  - 1. Whenever a member leaves employment with the City, such employee will be paid for all banked time, other than sick time, in a lump sum payment within thirty (30) calendar days of the separation, at his/her rate of pay in effect at the time of the separation. This includes, but is not limited to separation with a deferred vested pension or under a disability.
  - 2. Should the Department fail to make the payment as provided herein within the required time frame, the Department will pay the affected member interest at the Michigan Judgment Interest rate from the 30<sup>th</sup> day following the member's separation.
  - 3. Furthermore, when a member is entitled to payment of a lump sum payment of unused accumulated sick banks amounts in accordance with the agreement between the parties, those payment shall also be subject to the time frame and interest requirement as set forth in this Section.

### **34. EDUCATIONAL REIMBURSEMENTS**

- A. Effective January 1, 2000, bargaining unit members may participate in the City's tuition refund program administered by the Human Resources Department. The maximum amount of the tuition refund shall be as indicated below, in accordance with the tuition refund policies as administered by the Human Resources Department.

1. An eligible employee will be entitled to receive a maximum of \$850 per fiscal year to be applied toward tuition in seeking a graduate degree from an accredited university.
  2. An eligible employee will be entitled to receive a maximum of \$700 per fiscal year to be applied toward tuition in seeking an undergraduate degree from an accredited university.
  3. An eligible employee will be entitled to receive a maximum of \$600 per fiscal year to be applied toward payment for participation in employee development programs.
  4. The above amounts cannot be pyramided to permit any employee to receive more than a total amount of \$850 in any fiscal year.
- B. Employees requesting a tuition refund should submit the application to the Human Resource Officer in their Department.

### **35. DEFERRED COMPENSATION**

Members of the bargaining unit may participate in the Deferred Compensation Plan and direct deposit programs offered by the City, i.e. Hartford Fund, Vanguard, and Aetna.

### **36. MEDICAL, DENTAL, AND OPTICAL HEALTH CARE**

- A. The current hospitalization plan will be replaced by the Coalition of Public Safety Trust for all active members and future retirees. Coverage shall be provided for active members and their legal dependents, duty death beneficiaries and their legal dependents and duty disability retirees and their legal dependents. Dependants shall include all 19 to 25 year olds who are dependent on the member for support and maintenance and who were reported as such on the member's most recent Federal tax return. Deferred vested retirees and their spouses are included in this coverage.
- B. Effective April 15, 1998, the City shall make the following monthly payments to the C.O.P.S. Trust:

Active Employees:

One Person	\$212.10
Two Person	474.68
Family	494.30
Family Continuation	109.68
Sponsored Dependent	246.74

Retirees and spouses under 65 not Medicare eligible:

One Person	\$289.21
Two Person	647.10

Retirees and spouses over 65 who are Medicare eligible:

One Person	\$208.33
Spouse with Medicare	\$412.27
Spouse without Medicare	\$492.54

- C. For the period of coverage beginning as of August 1, 1998, the City will pay any future premium increases up to eight percent (8%).
- Fifty percent (50%) of any premium charges that exceed the above amounts will be paid by the employee; the other fifty percent (50%) will be paid by the City.
- D. Members who retire after the effective date of this Agreement, and who are qualified to receive the City's hospitalization-medical insurance as a retiree, shall at any time the retiree is receiving said coverage be entitled to the same coverage opportunities then available to the active employees and utilizing the same co-premium calculation formula to determine amount payable by retirees for the retiree and their spouse.
- E. Spouses of persons who retire on or after July 1, 1985 and who elect the straight life retirement allowance or cash refund annuity (option 1) shall be eligible for health, dental and eye care insurance paid by the City as long as the retiree receives a pension.
- F. Members and regular future retirees, including deferred vested retirees, shall have the option of choosing alternative hospitalization medical coverage from any plan or program selected by the Union or made available by the City. The City's contribution to the alternative plans or programs shall be limited to the City's portion premium cost for the COPS program; the employee and retiree paying all additional costs. If at the end of any fiscal year an alternative hospitalization plan or program has failed to enroll 50 employees in the entire City, the City shall have the option of removing that plan from the list of eligible plans or programs.
- G. The City will pay to the Dental Plan or Program selected by the Union an amount per employee equal to the premium cost for the Blue Cross/Blue Shield program which provides Class I benefits on a 25% co-pay basis and Class II and III benefits on a 50% basis with Class I, II and III benefits not exceeding \$1,000 per person per year and also orthodontic coverage on a 50% co-pay basis with a \$1,000 life time maximum. Coverage shall be provided to all members including duty disability retirees.
- H. The City will pay to the optical plan or program selected by the DPCOA an amount per member equal to the premium cost for the Blue Cross/Blue Shield A-80 Optical Plan.

- I. No insurance carrier shall be allowed to underwrite City Health Care Benefits unless it offers coordination of benefits. Members are to fully cooperate and participate in all of the enrollment and administrative procedures, including coordination of benefits administrative efforts, which the City implements.
- J. The City shall have the right to change the Blue Cross/Blue Shield hospitalization plan by entering into preferred or exclusive provider arrangements to reduce cost, provided such changes do not cause a material change in health care benefits.
- K. Employee premium sharing, if any, will be withheld on a bi-weekly basis, before payroll taxes are applied.
- L. Members who are on the active payroll of the City covered by a health care plan offered by an employer other than the City, and, can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the City may, each enrollment year at the time of the enrollment period, opt out from City coverage and for said enrollment year receive the applicable payment being offered by the City as payment in lieu of the hospitalization-medical coverage. Once a member opts out for a given year, the member will not be able to receive the City's coverage until the next enrollment period, unless the member loses his/her eligibility for the alternate coverage. In such case, the member will be permitted to resume coverage with the City the month following his/her completion of a health application and transfer form. The provisions of this section shall be applicable to a member who is or does retire and is eligible to receive hospitalization-medical insurance coverage. If the member returns to the City's coverage under the conditions just stated, the member shall pay back pro rata any payment provided herein. The opt-out stipend will be paid for each enrollment year that the member elects to opt-out under this provision. This payment will not be included in the definition of compensation for determination of pension or any other benefits.

In order to be eligible for the incentive payment, members must bring their identification card that shows other coverage to the Police Personnel Office and submit a signed enrollment form electing "no coverage" on or before the City's open enrollment deadline. A copy of the identification card will be kept on file. All members are required to sign an election form, either enrolling or declining coverage, as a condition of employment.

The provision of this section shall be applicable to a member who retires and is eligible to receive the City's hospitalization-medical insurance coverage.

These opt-out provisions may be offered at the discretion of the City, which shall have the sole discretion to determine the amount of the stipend for each year. For the period beginning January 1, 2000, the yearly stipend for all categories shall be a total of \$950 in cash payments paid in four (4) equal installments (\$237.50) at the end of each three month period (paid as closely as possible to September 30<sup>th</sup>, December 31<sup>st</sup>, March 31<sup>st</sup>, and June 30<sup>th</sup>), or applicable proportional payment amounts and/or installments for the

equivalent proportions of the year covered, in lieu of the hospitalization-medical coverage offered by the City. Except for the initial half-year beginning as of January 1, 2000, this election shall take place annually during the open enrollment period. Such stipend, at the City's discretion, may be modified each year and for each category of opt-out. These opt-out provisions may be terminated by the City at any time.

- M. C.O.P.S. Trust shall be required to respond to any reasonable requests from the City for statistical data regarding claims for active employees, retirees, and dependents. The City of Detroit will be provided with a report of the earned premiums and paid claims by line of coverage for active members and retirees separately within thirty (30) days after the end of a quarter during the term of the contract. Furthermore, the future rates shall be stated separately for active employees and retirees.
- N. There shall be no duplicate hospitalization-medical insurance coverage or payments in lieu thereof provided to members or future retirees of the City. If the City employs more than one member of a family, or the family unit includes a retiree of the City, all of whom could be eligible for coverage under one hospital-medical insurance policy or plan as a spouse or eligible dependent, the spouses or eligible dependents of that family shall be covered by only one spouse or the other. It is the responsibility of the family to select a single hospitalization carrier. Under no circumstances shall the City be obligated to provide more than one hospitalization-medical policy or plan.
- O. A member who retires under a retirement which makes him/her eligible to receive the City's hospitalization-medical insurance coverage for himself/herself and his/her family, but who is, subsequent to such retirement, eligible to receive a medical-hospitalization insurance plan from another employer that provides substantially the same coverage and benefits as offered by the City and at no greater premium co-pay than exists at the time of retirement, shall not be entitled to the City's coverage during the period of other employment. He/she shall be entitled to receive any applicable payment in lieu of hospitalization-medical insurance then being offered by the City, pursuant to the provisions of paragraph L above, recognizing, that for each year the retiree is subject to this provision, the other insurance offered must meet the substantial coverage-benefit, including co-payment, test.
- P. Health Care: As is for C.O.P.S. Trust, or all members of the Association currently in the C.O.P.S. Trust Plan ("DPOA Plan") are to remain in that plan. All new members are to be covered by the C.O.P.S. Trust Plan. Any modifications of the C.O.P.S. Trust Plan for the period of 7/1/98 through 6/30/2001 shall also apply to the membership of the DPCOA.
- Q. Dental and Optical: As is , i.e. same present coverage, except for any necessary changes or modifications due to health care coverage in the C.O.P.S. Trust Plan, if any.

## **37. DEATH BENEFITS AND LIFE INSURANCE**

### A. Death Benefits:

Death benefits for all regular City employees are authorized by the City Charter, Title IX, Chapter VIII. The City Code, Chapter 13, Article 8, Section 13-8-8 currently provides a death benefit of \$4,900.

### B. Membership:

Mandatory for regular employees

### C. Contributions:

By the City - \$20.70 per year per employee

By the member - \$.25 per week or \$13.00 per year

### D. Payment for member killed or permanently disabled in the line of duty:

1. A lump sum duty death benefit of \$10,000 shall be paid to the beneficiaries or estate of members who are killed or who die as a result of injuries sustained in the actual performance of their duties in accordance with the City Council resolution of August 23, 1977, page 1683, March 2, 1954, page 509, and March 26, 1974, page 627.
2. A lump sum payment of \$10,000 shall be made to any member who is totally and permanently disabled from illness or injury arising solely out of the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
  - a. Total and permanent loss of sight of both eyes.
  - b. Loss of both legs or both feet at/or above the ankle.
  - c. Loss of both arms or both hands at/or above the wrist.
  - d. Loss of any two of the member's facilities enumerated in (a), (b), or (c).
  - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
  - f. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974 page 627.

Members who receive a permanent disability under this article shall be ineligible for the \$10,000 Duty Death Benefit described in Section 1 above.



Denial of the \$10,000 Duty Death benefit may be appealed directly to arbitration in accordance with Article 9 of this Agreement.

C. Group Life Insurance:

A group life insurance program for the member and his/her family is available for all members of the Employees Benefits Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership:

Optional for members of the Employees Benefit Plan.

2. Contributions:

The City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.

Additional Life Insurance may be purchased through this plan at the member's expense.

Members and their dependents who are on a duty disability retirement shall be covered by this program.

### **38. OPTIONAL ANNUITY WITHDRAWAL**

- A. A member shall have the right to elect to receive on the effective date of his service retirement a partial or total refund of his/her accumulated contributions. If a member makes such an election, an annuity payable under any retirement allowance or reduced retirement allowance shall be reduced proportionally. If the total accumulated contributions are withdrawn, no annuity shall be payable.

The limitation of fifteen twenty-seconds of the maximum earnable compensation of a patrolman and fireman continues in effect. For purposes of determining the fifteen twenty-seconds limitation, a computation based on the annuity which is an actuarial equivalent of the accumulated contributions standing to a member's credit in the annuity savings fund prior to any partial or total refund will be used.

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

- B. On or after July 1, 1974, members or former members who are entitled to begin to receive the "40 & 8" benefit will be entitled to the annuity refund withdrawal option.
- C. On or after July 1, 1974, non-duty disability retirees who retired pursuant to Title IX, Chapter VII, Article IV, Section 1, a, b or c prior to having twenty-five years of service credit, shall be entitled to the annuity refund withdrawal option on the date he/she would

have had twenty-five years of service credit had he/she continued as an active member. Said option shall only apply to the balance of accumulated contributions, if any, remaining in such retiree's credit in accordance with the existing annuity refund provisions.

- D. Survivor benefit beneficiaries as defined in Title IX, Chapter VII, Article VI, Part E, Section 2, parts (a), (b), and (c) of the 1918 City Charter in effect as of June 30, 1974, and continued in effect by Section 11-102 of the July 1, 1974 City Charter shall be entitled to the annuity withdrawal refund option subject to the same rules that would have been applicable to the deceased member or members had he/she not died. Said option shall only apply to the balance of accumulated contributions, if any, remaining in applicable former member's credit.
- E. In any case of doubt, the Board of Trustees shall decide whether a member or beneficiary is entitled to an annuity refund withdrawal option.
- F. In addition to the provisions of the collective bargaining agreement, pension charter and ordinance provisions and all other pension rights of the members, a member shall have the right on or after the effective date of his becoming eligible for a full service retirement allowance (members who have 25 years of creditable service) to elect to receive a partial or total refund of his accumulated contributions to the Annuity Saving Fund. If a member makes such an election, an annuity payable under any retirement allowance or reduced retirement allowance shall be reduced proportionally. If the total accumulated contributions are withdrawn, no annuity shall be payable. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the annuity withdrawn. The amount of the annuity at the time of such election shall be the amount used at the time of retirement for purposes of computing the retirement allowance. Members who complete the required years of service, shall have the right to withdraw all or part of their accumulated contributions whether they choose to retire or not.
- G. A member who is entitled to a retirement allowance under Article VI, Part A, Section 4 of the Policemen and Firemen Retirement System and who leaves the employ of the Police Department of the City of Detroit on or after July 1, 1982, shall have the right to elect to receive on the effective date of termination a partial or total refund of his/her accumulated contributions. The pension portion of his/her retirement allowance shall be computed as if the member had not withdrawn his accumulated contributions from the Annuity Savings Fund until the date he/she was eligible to retire had he/she continued in City employment.
- H. For members who retire on or after July 1, 1990, and who have made or make an election to receive a total or partial refund of his/her accumulated contribution to the Defined Contribution Plan, there shall be no reduction of retirement allowances due to the portion of withdrawal representing interest credits.
- I. Effective in accordance with the specific date and terms of the Detroit Police Officers Association (DPOA) award in Act 312 No. D98 E-0840 (Chairman Donald F. Sugerman, dated July 21, 2000) the membership of this bargaining unit shall have the right to leave

his/her withdrawn annuity in the pension system and accumulating interest, as provided therein.

### **39. MILITARY SERVICE CREDIT**

- A. Any member who performed military service prior to employment by the City of Detroit and inclusion in the pension system may claim service credit as a member of the retirement system for time spent in the military service in accordance with Ordinance 356-H of the Ordinances of the City of Detroit.
- B. This provision shall be retroactive to July 1, 1983.

### **40. PENSIONS - ADOPTION BY REFERENCE**

- A. Chapter VII of Title IX of the previous Charter of the City of Detroit, as adopted by Article 11 Section 11-102 of the present Charter of the City of Detroit as previously amended to July 1, 1977, is incorporated herein by reference and made a part hereof to the same extent as if it were specifically set forth herein, except for changes in specific provisions or portions of provisions which are set forth in other sections of this Agreement.
- B. Further, the parties hereby agree that said 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 employees.

### **41. PENSION PROVISIONS**

- A. The City agrees that in the Policemen and Fireman Retirement System Article VI, D and Article VI, E, all references to "widow" shall include "widower" and in Article VI, E, Section 2(a), the disability and dependency restrictions on widowers shall be removed.
- B. The contributions required by Article VII, Sections 8 (b) and 8 (c) of the Policemen and Firemen Retirement System to the Survivor's Benefit Fund shall be eliminated.
- C. The following shall be added to the Policemen and Firemen Retirement System, Article VI, part B, section 2.1 (b):

"...with the specific exception that for those members who receive benefits under Section 2.1 (a), above, the 'average final compensation' used in this computation shall mean the current maximum salary for the rank(s), grade(s) or position(s) which would have been held by the member over the sixty (60) months prior to retirement (reduced disability/service retirement when the member would have attained a total of twenty-five

(25) years of credited service) had he/she continued working in that classification which he/she held at the time of his/her disability.” For members who begin receiving such benefits on or after July 1, 1998, the amount of the member’s most recent full longevity payment shall be included in the definition of average final compensation.

Effective July 1, 2000, the “average final compensation” used in this computation shall mean the current maximum salary for the rank(s), grade(s) or position(s) which would have been held by the member over the thirty-six (36) months prior to retirement, including the annual longevity payment provided above.

D. Average Final Compensation: Definition

1. The average final compensation for “old plan” members is calculated by using the current maximum salary for the rank(s), grade(s) or position(s) held by the member over the sixty (60) months just prior to the member’s elective date of retirement. The salary is obtained from the Official Compensation Schedule for the fiscal year of the member’s elective date of retirement and an average is determined. For members retiring on or after July 1, 1998, the amount of the member’s most recent full longevity payment shall be included in the definition of average final compensation.
2. The average final compensation for “new plan” members is calculated by using the current maximum salary for the rank(s), grade (s) or positions(s) held by the member over the sixty (60) months just prior to the member’s elective date of retirement. The salary is obtained from the Official Compensation Schedule for the fiscal year of the member’s elective date of retirement and an average is determined. For members retiring on or after July 1, 1998, the amount of the member’s most recent full longevity payment shall be included in the definition of average final compensation. Effective July 1, 2000, the average final compensation shall be calculated by using the current maximum salary for the rank(s), grade(s) or position(s) held by the member over the thirty-six (36) months just prior to the member’s elective date of retirement.

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

F. Reduction in Force Time: Effective in accordance with the specific date and terms of the Detroit Police Lieutenants and Sergeants Association (DPLSA) award in Act 312 No. D98 F-0944, the membership of this bargaining unit shall have the right to retire on their 25<sup>th</sup> Anniversary Date, notwithstanding any service time they may have lost due to any layoffs, as provided therein.

G. Reduced Early Pension Benefits (40 & 8 Vesting Retirees)

1. Members who terminate employment who are eligible for a pension pursuant to Article VI, Part A, Section 4 of the Policemen and Firemen Retirement System (40 & 8) provision shall have the option of receiving an immediate, but reduced early pension benefit in lieu of a deferred pension.
2. This reduced early pension benefit shall not result in an increase in employer contribution rates. Therefore, the value of the Reduced Early Pension Benefit shall be the actuarial equivalent of the 40 & 8 pension.
3. No other benefits or amounts payable pursuant to the Policemen and Firemen Retirement System, including benefits available to persons who retire under Article VI, Section 4, shall be affected by this contractual provision. Health insurance benefits payable under this provision will commence when the member would have been eligible to retire with a service retirement under Article VI of the Pension Plan.
4. Upon termination, a member vesting his pension must within 90 calendar days make an irrevocable election as to whether or not to take this option.
5. A member who receives a lump sum payment for accumulated time upon termination is not allowed to have that time count towards his retirement service.
6. Since members are eligible to begin collecting their vested pension as soon as they would have been eligible to retire had they continued their City employment, minimum retirement age (i.e. age 55) shall not be a factor in computing their actuarially reduced pension benefit.

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

I. Members of the Policemen and Firemen Retirement System shall be entitled to change their pension option from either option 2, option 3 or option A to a straight life pension after they have commenced collection of the pension if the member's beneficiary predeceases the member. The actuarial cost of the change in benefit shall be borne by the member who seeks change in his option election. The pop-up option shall be based upon the investment return assumption as recommended by the Board's actuary and adopted by the Board of Trustees.

J. Persons who are retired on disability pensions pursuant to Article VI B of the Policemen and Firemen Retirement System shall be entitled to lump sum payments of all accumulated time from the date that the Board of Trustees determines that they are entitled to such a pension. Members shall not be required to utilize such time delaying their retirement date.

K. Pension-Employer Contribution

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

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

The wage rate for members of the bargaining unit shall not be altered or changed in any way as a result of this contract clause. Consequently, this provision shall not affect the basis upon which Longevity, Sick Leave Payoff, Court Time, Rank Differential, final average earnings, etc., or any other wage based benefit is computed.

L. Pension Multiplier

1. Each member who retires shall be entitled to a pension which when added to the annuity will provide a straight life retirement allowance equal to 2.5% of his/her average final compensation multiplied by the number of years and fraction of year of his/her creditable service for the first twenty five (25) years.
2. For years of service over twenty-five (25) years the multiplier shall be 2.1%. Maximum years of service for pension credit shall be thirty-five (35) years for new plan members and twenty-five (25) years for old plan members.

M. On the first of July each year, the pension portion of any retirement allowance or death benefit of a member or beneficiary of a member as defined in Article IV, Section 1(d) of the plan provision, and Article 41 H of this Agreement (to include those members who opt to retire under the new plan provisions) shall be increased at the rate of 2.25% per annum computed on the basis of the amount of the pension received at the time of retirement by all new plan members who are currently retired or who retire on or after the effective date of this Agreement.

Effective July 1, 1998, the membership of this bargaining unit shall receive the compounding of the pension escalator as provided therein, to wit, the cost of living allowance (2.25%) will be compounded annually.

N. Duty Disability Retirement Provisions

1. The definition of “total disability” and “total incapacity” in the Policeman and Fireman Retirement System pension plan will read as follows:

Own Occupation: During the first 24 months of benefits, total disability exists when, due to injury, illness or disease, a member is unable to perform, for wage or profit, the material and substantial duties of the member’s occupation.

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

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

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

- f. If a member on duty disability retirement returns to active service and within a 24 month period re-qualifies for duty disability retirement for the same or related reasons he/she had been retired, then the disability shall be deemed a continuation of the prior disabling condition and the period of the return to work will not have caused the employee to be entitled to a new initial determination of Part A and B benefit amounts as set forth in sub-paragraphs 2.a.(1) and 2.a.(2) above. Instead, such employee will return to retirement at the point he/she had reached in sub-paragraphs 2.b., 2.c. or 2.d. above as if there had not been a break in his/her period of placement on duty disability retirement.
- g. Non-duty disability benefits will continue to be calculated as provided by the City Charter.
- h. Disability retirement benefits shall continue to be considered Charter benefits which are paid instead of and not in addition to any benefits under the State Worker's Disability Compensation Act.
- i. Survivor Benefits: Survivor benefit coverage applicable to active members shall be continued during the period a member is eligible for a duty disability benefit. Upon conversion to a service retirement benefit as provided in 2.e., automatic survivor benefit coverage shall terminate. At that time, the member shall have the right to elect an optional form of payment in the same manner as if he/she had retired from active membership on the conversion date.

### 3. Pension Credit While on Duty Disability Status

- a. While eligible to receive duty disability benefits, regular defined pension service credit shall continue to accrue.
- b. The accrual of regular defined benefit pension service credit will cease when the member has 25 years of credited service.

### 4. Earnings Offset

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



years from the date of disability to the year in which the earnings offset is applied, and (ii) the amount of remuneration from gainful employment during the prior calendar year.

- b. The earnings test shall be based on information the TPA may periodically require from a duty disability benefit recipient or have secured from other reliable sources. Furnishing such information shall be a condition for continued eligibility for a duty disability benefit.
5. Annuity Withdrawal: The current withdrawal provision of the retirement system will continue. If a duty disability recipient elects an annuity withdrawal after attaining 25 years of credited service, the applicable benefit reduction will offset the duty disability benefit until the conversion date, after which it will offset the converted service retirement benefit.
  6. The disability retirement procedure will be revised as follows:
    - a. The function now performed by Medical Boards of Review with respect to the determination of whether an applicant is disabled will be performed by a qualified physician or surgeon in the appropriate specialty at Detroit Receiving Hospital or such other medical facility as may subsequently be mutually determined by the Union and the City. If either the Union or the City desires to terminate the services of the medical facility, it shall give notice in writing to that effect to the other party specifying the date of termination. The parties shall then send a joint written notice to the medical facility of its termination. Neither party may terminate the services of a medical facility unless it has heard at least one case. Once the medical facility has received written notice that its services are terminated, it shall hear no further cases. However, the medical facility shall render decisions on all cases where the applicant has been examined and evaluated prior to receiving such notice. The medical facility will select the doctor who will perform the examination and evaluation. The medical findings of this physician or surgeon as to whether the applicant is disabled shall be final and binding on all interested parties.
    - b. If it is determined that the applicant is disabled, the Board of Trustees, or its designee, will examine the pension file, including the submissions of the applicant and the Police Department, to determine if there is any dispute as to whether the disability "resulted from the performance of duty" within the meaning of the pension plan. If it is undisputed that the disability did result from the performance of duty, the Board of Trustees will grant duty disability retirement benefits. If it is undisputed that the disability did not result from the performance of duty, the Board of Trustees will grant non-duty disability retirement benefits, provided the applicant meets the other conditions of eligibility, e.g., five years of creditable service. If the performance of duty issue is in dispute, the Board of Trustees will refer the matter to arbitration by a member of the Disability Retirement Review Board (DRRB). The decision of the DRRB member as to whether the disability resulted from the performance of duty shall be final and binding upon all interested parties. The DRRB shall

consist of 3 qualified arbitrators who will be individually assigned in rotating order to decide the matters referred to arbitration by the Board of Trustees. The Union and the City shall convene and select 3 disinterested persons qualified as labor arbitrators to serve as members of the DRRB. The procedure for the termination of umpires and the selection of new umpires currently in use by the DPOA and the Department shall apply to the termination and the selection of new DRRB arbitrators.

- c. The hearing before a member of the DRRB will be conducted in accordance with the following procedures:
- (1) The applicant and the City will have the right to appear in person or otherwise may be represented by counsel if they wish and will be afforded an equal opportunity to present evidence relevant to the issues;
  - (2) A court reporter will be present and make a stenographic record of the proceedings;
  - (3) The hearing will be closed to the public, except that the applicant may select one person to be with him/her in the hearing room; provided, however, that person may not testify;
  - (4) The witnesses will be sequestered;
  - (5) The witnesses will be sworn by the court reporter and testify under oath;
  - (6) The applicant may not be called by the City as an adverse witness;
  - (7) The DRRB member will apply the rules of evidence and follow the procedures which are customarily applied and followed in labor arbitration cases;
  - (8) If the applicant wishes to have an employee of the City released from duty to appear as a witness on his/her behalf, the applicant may so inform the Board of Trustees in writing which, in turn, will submit a written request to the appropriate Department executive for the release of the employee for the purpose of so testifying;
  - (9) The DRRB member will afford the parties an opportunity for the presentation of oral argument and/or the submission of briefs;
  - (10) The DRRB member will issue a written decision containing credibility resolutions as necessary, findings of fact and conclusions with respect to all relevant issues in dispute. The decision of the DRRB member shall be final and binding on all interested parties;
  - (11) The authority of the DRRB member is limited to deciding whether or not the applicant's disability "resulted from the performance of duty" within

the meaning of the Pension Plan. The DRRB member shall have no authority to add to, subtract from, modify or disregard the terms of the Pension Plan: and

- (12) The costs associated with the hearing, including the arbitrator's fees and expenses and the court reporter's fees and expenses, will be paid by the Board of Trustees.
- d. A Third Party Administrator (TPA) mutually selected by the Union and the City shall provide all ongoing duties of administering the disability benefits after initial eligibility has been determined. These duties shall include:
- (1) Monthly payment of benefits;
  - (2) The former duties of the Medical Director for conducting investigations to assure continuing eligibility for disability retirement benefits, including the annual re-examination of disability beneficiaries;
  - (3) Conducting investigations to determine any earnings the disability beneficiary may have for offset to system benefits; and
  - (4) The TPA shall have reasonable powers to insure compliance with re-examination and proof of earnings requirements including the withholding of monthly payments until compliance is achieved.
- e. If the disability beneficiary is determined by the TPA to no longer be disabled, he/she may appeal the determination within seven (7) days thereof by filing a written request with the TPA for a re-examination by a qualified physician or surgeon at, and selected by, the medical facility identified in paragraph 6.a. above whose medical finding will be final and binding. The TPA shall promptly arrange for such re-examination. The applicant's disability benefits will be continued pending that final and binding medical finding. If the finding is that the applicant is no longer disabled, his/her disability benefits will be further continued while the Police Department is conducting such examinations and/or investigations as necessary to determine whether the applicant is qualified for reappointment to active duty.
- f. In the event that the Union and the City are unable to reach agreement upon the medical facility to perform the functions described in paragraph 6.a. or the TPA to perform the functions described in paragraph 6.d. of this section, within thirty (30) days after a vacancy occurs, each shall nominate one choice as its selection and after reviewing any materials submitted and considering any arguments advanced by the parties in support of their respective nominations, a member of the DRRB shall decide which of the two nominees shall serve as the medical facility or the TPA.

7. The Board of Trustees shall not act upon or grant the application filed by an officer who, although he/she is not capable of performing the full duties of a police officer, has not suffered any diminishment of his/her base wages or benefits because he/she is either:
    - a. regularly assigned to a position, the full duties of which he/she is capable of performing: or
    - b. assigned to a restricted duty position, unless the Police Department advises that it intends to seek a disability retirement for the officer in the foreseeable future.
  8. The provisions in paragraph 7 above are not intended to and will not:
    - a. affect the officer's right to seek a disability retirement when no restricted duty position is available: or
    - b. restrict in any way the existing authority of the Chief of Police to seek a duty or non-duty disability retirement for an officer or for that officer at that time to request a duty or non-duty disability retirement.
- O. Future Pension Provision Changes

Effective July 1, 2001, and for the balance of the term of this Labor Agreement, bargaining unit members shall receive all pension changes received by a Police Lieutenant represented by the DPLSA.

## **42. RETIREMENT "DROP" PLAN**

A Deferred Retirement Option Program (DROP) plan option shall be made available as a retirement option with the following features:

1. To participate in the program a member must have at least twenty-five (25) years of active service with the City as a member of the Policemen and Firemen Retirement System.
2. There will be no limit on the number of years a member may participate in the program.
3. If a member is injured to the point that the member is disabled and placed off on a duty disability per the Retirement System, the member will revert to his/her regular pension.
4. A DROP accumulation account will be established with an outside investment company chosen by the Union.
5. The amount paid into the DROP accumulation account shall be 75% of the member's regular retirement allowance plus the annual escalator (2.25% x the full regular retirement allowance x 75%).

6. Once a member has chosen to place his/her DROP proceeds into the DROP accumulation account, the member shall not be allowed to remove those funds until the member permanently retires.
7. Upon permanent retirement, the member shall be given the right to remove funds from the DROP accumulation account.
8. When the member permanently retires, the member will receive a regular retirement allowance calculated as if the member retired on the day the DROP account started. The member's retirement allowance shall include all annual escalator amounts (2.25%) that would have been added while the member was participating in the DROP plan.
9. This program will not be put into effect unless it is certified by the IRS that it will not affect the tax exempt status of the Retirement System under the Internal Revenue Code.
10. This program shall be effective only for as long as it is cost-neutral to the City, provided however, that the DROP Plan shall continue during the pendency of proceedings, described below, designed to restore the Plan to cost neutrality.
11. If the City contends that the program is costing it money, including, but not limited to, making the City's annual contribution to the P & F Pension System higher than it would be if the DROP Plan was not in effect, the parties, along with the Plan's actuary as well as an actuary appointed by the City shall meet and confer in good faith regarding the cost. If the parties are unable to reach an understanding, the matter shall be submitted to a third, independent, actuary, chosen or agreed upon by the Plan actuary and the City's actuary who will be an associate or a fellow of the Society of Actuaries and a member of the American Academy of Actuaries. This actuary, when rendering a decision, will be limited to ordering implementation of changes necessary to make the program cost neutral. Upon the implementation of changes necessary to make the program cost neutral, participants shall have, thirty days to elect (a) retiring from active employment or (b) withdraw from the DROP Plan, continuing active employment and resuming participation in the regular retirement plan. The Board shall notify the participant of these changes prior to implementation. Those resuming participation in the regular retirement plan shall not accumulate service credit for any time that they were participating in the DROP Plan. Those not making either election shall remain participants in the DROP plan.
12. In the event the DROP Plan cannot be changed to restore cost neutrality, it shall be discontinued and participants shall have the option of either (a) retiring or (b) continuing active employment and resuming participation in the regular retirement plan.

### **43. ADOPTION BY REFERENCE OF RELEVANT CHARTER PROVISIONS, ORDINANCES, AND RESOLUTIONS**

The parties further agree that subject to this Agreement, all provisions of the City Charter, the Ordinances and Resolutions of the City Council as previously amended from time to time and in effect as of August 20, 1979, relating to the working conditions and compensation of employees covered by this Agreement upon the execution of this Agreement are incorporated herein by reference and made a part thereof to the same extent as if they were specifically set forth.

### **44. WAGES AND PERFORMANCE PAYMENTS**

#### **A. WAGES:**

1. Effective July 1, 1996, the salary for an Inspector will be \$62,500.
2. Effective July 1, 1997, the salary for an Inspector will be \$65,500.
3. Effective January 1, 1998, the salary for an Inspector will be \$66,800.
4. In accordance with the specific dates and terms of the Detroit Police Lieutenants and Sergeants Association (DPLSA) award in Act 312 No.D98F-0944, the membership of this bargaining unit holding the rank of Police Inspector on the dates indicated shall receive general salary increases as provided therein, resulting in the following salary rates effective on the dates indicated.
  - a. Effective July 1, 1998, the salary for Inspector will be \$68,200.
  - b. Effective July 1, 1999, the salary for Inspector will be \$70,300.
  - c. Effective July 1, 2000, the salary for Inspector will be \$73,200.
5. The Association for its part agrees that it will not make any independent or separate salary increase demands for the period subsequent to July 1, 2000. Instead, notwithstanding the Association's agreement that its bargaining unit members will be included in the City's Executive Compensation Plan as provided in Paragraph A (6) below, the City agrees that all present and future bargaining unit members holding the rank of Police Inspector shall receive the same percentage salary increases as a Police Lieutenant, at maximum salary, represented by the DPLSA, if salary increases subsequent to July 1, 2000 are determined on the basis of a percentage or the applicable equal proportional salary increases as a Police Lieutenant, at maximum salary represented by the DPLSA, if salary increases subsequent to July 1, 2000, are determined on the basis of fixed dollar amounts.

Effective January 1, 2001, the salary for Inspector will be \$74,700.

6. Inclusion in Executive Compensation Plan
  - a. Effective July 1, 2000, and subject to this and other limitations contained elsewhere in this Agreement, the Association agrees that its bargaining unit members will be included in the City's Executive Compensation Plan and fall within the same minimum and maximum compensation range as a non-union Police Inspector, Classification Code 33-10-52. As of July 1, 2000, applicable compensation range is \$52,200 to \$78,200.
  - b. Also, notwithstanding that the bargaining unit members will be subject to all of the substantive and procedural rules and policies of the Executive Compensation Plan i) the minimum salary of a Police Inspector bargaining unit member shall be \$74,700 within the compensation range, and ii) the provisions of above Paragraph A (5) shall be applied so that the then-existing salary amount of a bargaining unit member shall be increased within the compensation range by the prescribed amount subject to not exceeding the then-existing maximum of the range.
  - c. No current bargaining unit member will receive any reduction in their current salary as a result of the Association's agreement to be covered by the Executive Compensation Plan.
7. Wage rate changes will be made, and retroactive wage adjustments will be paid, as soon as reasonable possible after agreement is reached between the parties.

B. Special Skills and Merit Performance Awards Program:

1. Employees covered by this Agreement shall participate in a Special Skills and Merit Performance Awards Program which will entitle the member to be eligible for as much as a total of \$2,500 in cash awards earnable in three (3) payments based on an evaluation of the employee's quality of performance.
2. The \$2,500 award is linked to a sliding scale of incremental amounts that could be as much as \$500 for the period of January 1, 1999 through June 30, 1999; \$1,000 for the period of July 1, 1999 through June 30, 2000; and \$1,000 for the period of July 1, 2000 through June 30, 2001.
3. Effective for the eligible payment for July 1, 2000, the City for its part agrees to increase to \$9,000, the amount of the cash award that a bargaining unit member is eligible to receive under the Special Skills and Merit Performance Cash Awards Program. The amount that each individual bargaining unit member will receive will be based on an evaluation of that member's quality of performance during the preceding Fiscal Year, July 1, 1999 to June 30, 2000.

The parties agree that the only change being made to this Program is the one-time increase in the amount of the possible cash award as provided for in the above paragraph and that for the Fiscal Year 2000-2001, Fiscal Year 2001-2002, Fiscal

Year 2002-2003, and Fiscal Year 2003-2004 the amount of the available cash award will be returned to \$1,000.

4. Special Skills and Merit Performance Awards Program Evaluation Tool

The Special Skills and Merit Performance Awards Program Evaluation Tool has been agreed upon by the Association and the City. Any changes to the Evaluation Tool proposed by the City must be presented to the Association and agreed upon by both parties.

## **45. MAINTENANCE OF CONDITIONS**

- A. Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. No member shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.
- B. Relation to Regulations, etc.: This Agreement shall supersede any rules, regulations, ordinances, or resolutions inconsistent herewith.

## **46. SAVINGS CLAUSE**

- A. If any article or section of this Agreement or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- B. The execution of this collective bargaining agreement shall be without prejudice to any pending grievances, arbitration or other litigation except where the subject matter in dispute may be resolved herein.

## **47. EXTENT OF AGREEMENT**

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



## 48. EFFECTIVE DATES/DURATION

It is agreed between the parties that this contract shall be effective retroactive to July 1, 1996 and continue in full force and effect through June 30, 2004.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

Dated This 16<sup>th</sup> Day December, 2001.

DETROIT POLICE COMMAND  
OFFICERS ASSOCIATION - UNIT I  
NON - EXECUTIVE EMPLOYEES

Isom  
Laura Isom, President

Patrick McCarthy  
Patrick McCarthy, Vice President

Fred Campbell  
Fred Campbell, Treasurer

Pierre Fortier  
Pierre Fortier, Secretary

Micah E. Smith  
Micah E. Smith, Sergeant-at-Arms

Broderick T. Williams  
Broderick T. Williams

John A. Clark  
John A. Clark

Barbara A. Weide  
Barbara A. Weide

Jimmie Parker  
Jimmie Parker

CITY OF DETROIT

Dennis W. Archer  
Dennis W. Archer, Mayor

Roger N. Cheek  
Roger N. Cheek, Director  
Labor Relations

Gary K. Dent  
Gary K. Dent, Group Executive &  
Human Resources Director

J. Edward Hannan  
J. Edward Hannan, Director  
Finance Department

Phyllis A. James  
Phyllis A. James, Corporate Counsel  
Law Department

Charles E. Wilson  
Charles E. Wilson  
Chief of Police

APPROVED AND CONFIRMED BY  
THE CITY COUNCIL 1-30-02  
DATE

Jackie L. Currie  
JACKIE L. CURRIE  
CITY CLERK