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A G R E E M E N T

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 197 , between THE CITY OF ROYAL OAK, MICHIGAN, (hereinafter referred to as the "Employer") and THE ROYAL OAK POLICE OFFICERS' ASSOCIATION, (hereinafter referred to as the "Association").

Section 1.0 - Purpose and Intent

- 1.1 - The general purpose of this Agreement is to set forth provisions and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.
- 1.2 - The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.
- 1.3 - To these ends, the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 2.0 - Collective Bargaining Defined

2.1 - To bargain collectively in the performance of the mutual obligation of the City through its designated representatives(s) and the representative(s) of the Association to meet at reasonable times and to confer in good faith in respect to wages, hours, and other conditions of employment (including, but not limited to, grievance procedures, holiday and vacation pay, sick leave, jury duty, pensions, insurance coverage of various kinds, seniority and layoff) and the execution of the written Agreement incorporating the results of such bargaining.

Section 3.0 - Right to Organize

3.1 - Pursuant to, and in accordance with, all applicable provisions of Act 336, Public Acts of 1947, and as last amended by Act 379 of Public Acts of 1965, the State of Michigan, employees of the City of Royal Oak have the right of self-organization to join an Association and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

## Section 4.0 - Prohibited Practices

- 4.1 - No employee shall be favored or discriminated against, either by the Employer or the Association because he maintains or terminates membership in the Association.
- 4.2 - The Employer and the Association and their agents are prohibited from restraining or coercing employees in the exercise of their right to join or not join the Association, to maintain or to terminate membership in the Association, or to individually present a grievance, except as provided under the Association Security clauses, and Dues-Check-Off clause.
- 4.3 - The Employer will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association during the term of this Agreement.
- 4.4 - No person employed by, nor applicants for, employment with the Employer, nor any applicant for Association membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, or political affiliations.
- 4.5 - It is understood that the services performed by City

4.5 - (con't)

employees are essential to the public health, safety and welfare of the community. The Association, therefore, agrees that during the term of this Agreement, the Association will not engage in a strike, work stoppage, slow down, or other interferences with the Employer's operations. Likewise, the Employer agrees that during the term of this Agreement, there shall be no lock-outs of the employees.

Section 5.0 - Recognition - Employees Covered

5.1 - The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and, for the term of this Agreement, the employees included in this bargaining unit shall be all employees below the rank of Sergeant (Patrolmen, Policewoman-Detective, Parking Meter Patrolwomen).

Section 6.0 - Managements Rights

6.1 - The City hereby retains and reserves to itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan, and by its City Charter and City Ordinances adopted pursuant thereto, except as abridged, delegated or modified by this Agreement. Further, all rights which ordinarily vest in and are exercised by employers except such as are relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

- (a) To manage the Police Department efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;
- (b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

6.1 - (con't)

- (c) To determine the number, location and type of facilities or the improvement of existing facilities;
- (d) To determine the size of the work force and increase or decrease its size;
- (e) To hire, assign and lay off employees, to reduce the work week or effect reduction in the hours worked by combining lay-offs and reductions in work week or work day;
- (f) To direct the work force, assign work and determine the number of employees assigned to various operations;
- (g) To establish, combine, or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications.

6.2 - Departmental rules and regulations previously adopted by the Employer, and not inconsistent with the provisions of this Agreement shall continue in effect. The Employer retains the right to make reasonable modifications of such rules, and to adopt reasonable new rules, but, except in cases of emergency, no such modifications shall be made, and no such new rules shall be adopted

6.2 - (con't)

without prior consultation with the Association. In the event that the Association contends that any such modified rule or new rule is unreasonable, or a rule is unreasonably applied, it may process its complaint through the resolution of dispute procedure. The filing of such dispute shall have the effect of staying the modified rule, or new rule, for a period of ten (10) days, which time shall be used to present arguments to the City Manager for a decision. In such event, the City Manager shall make written disposition of same within five (5) working days, excluding Saturday, Sunday and holidays. In the event the City Manager shall find in favor of the new or modified rule, the Association may then proceed immediately to arbitration on the question as set forth in Section 10.5.5 of this Agreement without going through the preliminary steps of the resolution of dispute procedure.

6.2.1 - In the event that a dispute filed under Section 6.2 above, shall allege that the rules referred to in Section 6.2 shall, in effect, abrogate the provisions of this Agreement, then and in that event, the dispute shall be subject to final and binding arbitration, as is elsewhere provided in this Agreement.

6.2.2 - The arbitrator shall be empowered to rule on the reasonableness of said Departmental rules and also on the time in which said Departmental rules were put into effect. Provided however, the arbitrator finds that said rule is not reasonable, or not enough time was given prior to its being put into effect, he shall be empowered to award money damages. Such money damages, however, shall not exceed the compensation lost by any individual member or members or the Association.

6.3 - No policies and procedures covered in this Agreement shall be construed as delegating to others, or as reducing or abridging any of the following authority conferred on City officials, except as expressly provided by this Agreement.

6.3.1 - The Charter responsibility of the City Manager as Chief Administrative Officer for enforcing the laws of the State, City Charter and ordinances, recommending an annual budget of appropriations, and the efficient performance of executive responsibilities defined by the Charter.

6.3.2 - The Charter responsibility of the Mayor and

6.3.2 - (con't)

City Commission as the legislative body for the enactment of ordinances, the appropriation of money and the determination of the City's budget, among other legislative responsibilities defined by the Charter.

6.3.3 - The responsibility of the Civil Service Commission for administering a merit system of employment, adopting rules and regulations, and exercising other personnel responsibilities.

6.3.4 - The Charter responsibilities of the City in determining the function and organization of the respective departments and divisions.

6.3.5 - The responsibilities of Department heads governed by Charter provisions, ordinances and Civil Service rules;

- (a) To hire, assign, transfer and promote employees to positions within the agency;
- (b) To suspend, demote, discharge, or take other disciplinary action against employees for reasonable and just cause;
- (c) To relieve employees from duties because of lack of work or funds;
- (d) To determine the methods, means and personnel necessary for departmental or

6.3.5 - (d) (con't)

agency operations;

(e) To control departmental or agency budget;

(f) To take whatever actions are necessary in situations of emergency to perform the functions of the Department.

6.3.6 - The responsibilities to administer pay and fringe benefit plans, to provide the necessary surveys, research, rules, regulations, resolutions, and ordinances for this purpose, subject to the authority of the Department and the City Commission.

6.3.7 - The responsibility for administering Charter and ordinance provisions relating to the Retirement Plan.

Section 7.0 - Association Membership

- 7.1 - The Employer recognizes the right of the Association to solicit membership from any employees working in the bargaining unit.
- 7.2 - The Employer agrees that it will, as part of its personnel procedure, inform new employees in the bargaining unit of the fact that the Association is the exclusive bargaining agent for the employees in the departments comprising the bargaining unit, and inform such new employees of the right to join or refrain from joining the Association.

Section 8.0 - Association Dues and/or Service Fees Deductions

8.1 - During the life of this Agreement, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association membership dues and/or service fees levied in accordance with the Constitution and By-Laws of the Association from the wages of each employee who executes the appropriate "Authorization for Wage Deduction" form. The form of such Authorization for Wage Deduction shall be as follows:

AUTHORIZATION FOR WAGE DEDUCTION

I hereby authorize the City of Royal Oak to deduct from wages earned or to be earned by me and pay over to the Royal Oak Police Officers Association, the sum of \$ \_\_\_\_\_ monthly, or such other and different sum as may be lawfully established by action of such Association taken in accordance with its Constitution and By-Laws, in payment of my membership dues, and/or service fees.

DATED: \_\_\_\_\_

\_\_\_\_\_  
(Employees Signature)

8.2 - The Employer shall have no responsibility for the collection of initiation fees, reinstatement fees, special assessments, or any fee other than the monthly membership dues, and/or service fees.

Section 8.0 - (con't)

- 8.3 - Dues deductions for any calendar month shall be remitted by the Director of Finance to the designated financial officer of the Association as soon as possible after the end of the month in which the dues are collected.
- 8.4 - Check-off deductions under a properly executed authorization for check-off dues form will become effective at the time the authorization is signed by the employee, and shall be deducted from the first pay of the month and each month thereafter.
- 8.5 - When an employee does not have sufficient money due him after deductions have been made from pension, social security, and/or other deductions authorized by the employee, as may be required by law, the Association dues for a particular deduction period will be collected by the Association directly from the employee.
- 8.6 - Employees hired into positions covered by this Agreement after \_\_\_\_\_ or rehired, reinstated or transferred into the Police Department with the rank of Patrolman after \_\_\_\_\_ shall be required as a condition of employment, to either become members of the Association or pay the

8.6 - (con't)

equivalent of the Association's regular monthly dues, referred to as a fee for bargaining services, on/or before the 30th day following the beginning of their employment and at each monthly interval thereafter. No such employee shall be hired unless he first executes the appropriate "Authorization for Wage Deduction" as above, PROVIDED, that in the event this provision is held to be unlawful by Court decision, then the parties will negotiate such substitute provision as may be lawful.

8.7 - The Union agrees to save the City harmless from any action growing out of dues deductions, commenced by any employee or other person against the City or its officials and will assume full responsibility for the disposition of the funds so deducted once they have been turned over to the authorized responsible Union official.

Section 9.0 - Representation

- 9.1 - The Association shall be represented in all negotiations by a Committee of the Association. The Committee shall be composed of the President, Vice-President, Secretary, Treasurer, Sergeant-at-Arms, and immediate past President.
- 9.2 - There shall be a Shift Representative for each of the three shifts. There shall be an alternate Shift Representative for each shift, who shall act in the absence or incapacity of the Shift Representative.
- 9.3 - Promptly following the effective date of the Agreement, the Association and Employer shall provide each other with a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

Section 10.0 - Resolution of Dispute Procedure - Definition

- 10.1 - A dispute shall mean a complaint by the Association and/or an employee or group of employees, based upon an event, condition or circumstance under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement.
- 10.2 - An aggrieved person shall mean the person or persons making the complaint.
- 10.3 - The primary purpose of the procedure set forth in this Section is to secure, at the earliest possible level, equitable solutions of complaints or grievances. Both parties agree that proceedings under this Section shall be kept as informal and confidential as may be appropriate.
- 10.4 - It shall be the firm policy of the Employer to assure to every employee an opportunity to have the unobstructed use of this Resolution of Disputes Procedure without fear of reprisal or without prejudice in any manner to his employment status.
- 10.5 - Presentation of Disputes  
An employee having a dispute may present the dispute as follows:
- 10.5.1 - Step 1 - An employee having a dispute shall

10.5.1 - Step 1 - (con't)

first take up the matter with his immediate supervisor, with or without the employee's Association representative present, at the employee's option. If the dispute is not settled to the satisfaction of all concerned, the dispute shall be submitted to the shift or unit commander with or without the employee's Association representative present, at the employee's option. If the dispute is still not resolved, it shall be reduced to writing and submitted to the unit or shift commander, and the unit or shift commander shall furnish the Association representative with a written answer to the dispute within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays). Any dispute not taken up with the immediate supervisor within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the dispute shall not be entitled to consideration.

10.5.2 - Step 2 - If a satisfactory settlement is not reached in Step 1, the employee may, within seventy-two (72) hours, after receipt of the

10.5.2 - Step 2 - (con't)

written answer (excluding Saturdays, Sundays and holidays), present the dispute to the Chief of Police for review. The Chief of Police shall then furnish a written answer within seventy-two (72) hours (excluding Saturdays, Sundays and holidays).

10.5.3 - Step 3 - If a satisfactory settlement is not reached in Step 2, the Association representative may submit the matter to the Personnel Director of the City within seventy-two (72) hours after receipt of the Department head's disposition (excluding Saturdays, Sundays and holidays). The Personnel Director shall, upon receipt of the dispute, make written disposition of same within seventy-two (72) hours (excluding Saturdays, Sundays and holidays).

10.5.4 - Step 4 - If a satisfactory settlement is not reached in Step 3, the Association may submit the matter to the City Manager within seventy-two (72) hours following receipt of the Personnel Director's written disposition of the dispute (excluding Saturdays, Sundays and holidays). The City Manager shall, upon receipt of the dispute, make written disposition

10.5.4 - Step 4 - (con't)  
of same within five (5) days (excluding Saturdays, Sundays and holidays).

10.5.5 - Step 5 - In the event the dispute is not settled in Step 4, the Association, through its Secretary or President, shall have thirty (30) days in which to invoke arbitration in those cases where arbitration is permitted. Arbitration can be invoked only in the following manner:

- (a) Notice to the City within thirty (30) days after receipt of disposition at Step 4, of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
- (b) In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.

(c) The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

(d) The expense of such impartial arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered.

10.6 - Any dispute not appealed from a decision in one of the Steps of the above procedure, to the next step, as prescribed, shall be considered dropped. The City shall not be authorized by this procedure to file disputes against the Association.

10.7 - Each party to this Agreement, within ten (10) days (exclusive of Saturdays, Sundays and holidays) after receipt of such request, shall appoint a representative to act with the arbitrator in an advisory capacity, and shall notify the other party in writing of such appointment.

10.8 - All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relations rules of the American Arbitration Association. The arbitrator and the representatives shall hear the evidence in the case submitted. The representatives shall have no power

10.8 - (con't)

to vote, but shall be available for such advice and information as the arbitrator may need. The decision of the arbitrator, upon any question permitted by this Agreement, shall be final and binding upon both parties.

10.9 - The Association shall furnish the City Personnel office with a list of the shift representatives on June 1st of each year, and shall also advise the Personnel office of any interim changes. Employees not included on such lists, or any interim lists submitted, will not be recognized as representatives of the Association.

10.10 - When applicable, Civil Service rules and procedures shall govern disciplinary action and this Agreement shall not be interpreted in such a manner as to conflict with such rules and procedures.

10.11 - Any Step, or procedure compliance, within a specified time, can be extended by mutual agreement of the parties, which agreement, if made other than before the arbitrator, shall be in writing; and if made before the arbitrator, may be verbal, but shall be noted as part of the minutes of the proceedings.

Section 11.0 - Seniority - General

- 11.1 - Seniority shall start the day an employee is hired to a full-time position.
- 11.2 - Seniority shall not be affected by race, creed, color, national origin, age, sex, marital status, dependents of the employee, or political affiliation.
- 11.3 - In the case of rehiring a former employee, previous service performed on a full-time, permanent status shall be recognized providing the employee is rehired under the provisions of the Civil Service Ordinance (Ord. No. 314).
- 11.4 - A seniority list will be furnished by the City to the Association, posted in each Department on June 1st of each year during which the Agreement is in effect. The seniority list shall show the names, job titles, and the date of hire of all employees of the Association entitled to seniority.
- 11.5 - Promotions shall be made from qualified officers based on competitive examinations. The Chief of Police shall have the authority to select from the top three (3) qualified officers.

Section 12.0 - Re-employment of Veterans

12.1 - Applicable provisions of Federal and State laws shall govern the re-employment rights of Veterans.

Section 13.0 - Loss of Seniority

13.1 - An employee shall lose his seniority for the following reasons:

13.1.1 - He resigns or terminates his City employment.

13.1.2 - He is discharged, and the discharge is not reversed by the Civil Service Commission, or a Court of competent jurisdiction.

13.1.3 - He is absent three (3) consecutive working days without notifying the Employer, or without valid reason for failure to notify the Employer.

13.1.4 - He does not return to work when recalled from lay-off as set forth in the recall procedure.

13.1.5 - Failure to return from sick leave or leave of absence will be treated the same as 13.1.3.

13.1.6 - Retirement.

Section 14.0 - Layoff

14.1 - The Employer may, for reasons of economy, for more efficient administration, or for lack of sufficient appropriation of funds, abolish positions in a department and lay off employees. The provisions for such procedures are contained in Ord. No. 314 (Civil Service Ordinance) and the Rules of the Civil Service Board.

Section 15.0 - Recall

15.1 - When the working force is increased after layoff, employees will be recalled as specified in Civil Service Ord. No. 314 and the Rules and Regulations of the Civil Service Board, which provisions are recognized as part of this Contract.

Section 16.0 - Pay Plan

16.1 - Employees shall be compensated in accordance with the pay plan as laid out in Section 49.0 of this Agreement.

Section 17.0 - Pay Day

17.1 - Pay day for all employees shall be every other Friday, and shall cover a two (2) week period ending at 12:01 a.m. the Sunday preceding such pay day.

17.2 - Employees who have questions regarding their checks shall refer such questions to their respective unit commanders who will answer them if possible, or will refer them to the Chief of the Department for answering. Employees shall not make contact with the Finance Department, or Personnel Department directly.

Section 18.0 - Work Schedule

- 18.1 - The basic work week shall consist of forty (40) hours worked on consecutive days. The work day may consist of either an eight (8) hour tour of duty or a ten (10) hour tour of duty, with not more than thirty (30) minutes off duty with pay for lunch.
- 18.2 - The determination of starting times and work schedules shall be made by the Chief of Police, but in the event of any proposed major change in work schedules (such as, by way of illustration, a change to a four (4) day work week, advance notice of such proposed change and an opportunity for prior consultation shall be afforded to the Association. Shift change shall not be made for disciplinary reasons.
- 18.3 - For the purposes of this Agreement, the work week shall begin at 12:01 a.m. Sunday.

Section 19.0 - Position Classification Plan

19.1 - Employees shall be classified in accordance with the position classification plan of the Civil Service Board.

Section 20.0 - Overtime

- 20.1 - Personnel who are required to work more than a regular tour of duty in any one day or leave days, exclusive of the first fifteen (15) minutes worked prior to the start of the tour of duty, and for the first fifteen (15) minutes worked following the end of the regular tour of duty, which time is usually utilized for roll call, shall be paid for such overtime or permitted compensatory time off at the rate of one and one-half (1 1/2) times their current basic hourly wages.
- 20.2 - Overtime will be computed to the nearest one quarter (1/4) hour.
- 20.3 - The term "basic hourly wage", whenever used in this Agreement, means the quotient of the employee's base annual rate divided by the number of hours in the standard work year. The following standard work year is recognized as: 2080 hours.
- 20.4 - Employees required to work leave days shall be paid for such overtime or permitted compensatory time off at the rate of one and one-half (1 1/2) times their current basic hourly wage; provided that to be entitled to compensation at the rate of time and one-half (1 1/2), an employee must have worked forty (40) hours

20.4 - (con't)

at straight time less authorized time off with pay during the week.

20.5 - The Employer shall not unreasonably require any employee to work overtime. Personnel shall not refuse to work overtime, if the result of such refusal would result in danger to the public safety or inability of a police department to properly discharge its responsibility to the public and carry out its police functions in an adequate manner. If an employee has good and sufficient reason for refusing overtime, and another employee is available to work such overtime and capable of doing so, the Employer should not insist on the first mentioned employee working said overtime.

Section 21.0 - Minimum Call-Back Time

- 21.1 - An employee called back to work overtime outside his regular scheduled duty period shall be paid for a minimum of two (2) hours at one and one-half (1 1/2) times his basic hourly wage.
- 21.2 - In the event that the situation does not require the full two (2) hours of work, the employee may may be assigned to other work for the balance of the two (2) hour period in lieu of being sent home.
- 21.3 - If the call-back overtime work assignment and the employee's regular duty period overlap, the employee shall be paid for such overtime in accordance with Section 20.0 until his regular duty period begins, after which the employee shall be paid at the rate of his current basic hourly wage.
- 21.4 - In the event that an employee is called back to duty and by reason thereof, is on duty at a normal mealtime and cannot be released from duty to have his meal at home, said employee shall be entitled to the payment of a meal allowance not to exceed Two and 25/100 (\$2.25) Dollars per meal.
- 21.5 - Employees whose work requires that they be out of the City during mealtime will receive Two and 25/100 (\$2.25) Dollars as a meal allowance.

Section 21A.0 - Duty - Non-Duty Disability

21A.1 - Any permanent or probationary employee who becomes totally disabled as the result of an on-the-job connected injury or any permanent employee with a minimum of ten (10) years' service who becomes totally disabled as the result of a non-service connected injury or illness shall be eligible for a monthly payment of sixty-six percent (66%) of his base monthly salary in effect at the time of such injury or illness, but in no event will such monthly payment exceed Seven Hundred Fifty Dollars (\$750.00). These monthly payments shall continue until the employee reaches mandatory retirement age. The provisions contained herein shall be limited and governed by the Aetna Group Insurance Policy Long Term Disability Benefits - Policy No. LTD-322831-973.

Section 22.0 - Allowance in Lieu of Overtime for Roll Call.

- 22.1 - An allowance in lieu of overtime for roll call shall be paid to all probationary or permanent employees holding the classification of patrolman or patrolwoman policewoman. The annual One Hundred Eighty and 00/100 (\$180.00) Dollars payment shall be made in lieu of pay for the first fifteen (15) minutes of overtime worked prior to the start of the tour of duty, and in lieu of overtime for the first fifteen(15) minutes worked following the end of the regular tour of duty.
- 22.2 - Said allowance shall be paid in one (1) installment. Payment shall be made by check between June 1st and June 15th.
- 22.3 - Credit will not be given for time spent on leave of absence or lay-off in computing this allowance in lieu of overtime.
- 22.4 - In the event of termination, either through resignation, retirement, demise or discharge, the employee shall be entitled to receive a partial payment of the allowance in lieu of overtime for the time served in the fiscal year in which his termination occurs. Such payment shall be determined by the ratio formed between a full year of service, and that portion of the fiscal year actually served.

Section 22.0 - (con't)

22.5 - New hires shall be entitled to receive a partial payment determined by the ratio formed between full year of service and that portion of the year actually served. In order to qualify for a partial payment, the employee must have completed at least one (1) month's service. For purposes of compensation, ten (10) days or more served shall be construed to be a month. Any work period less than ten (10) days in any month shall not be recognized.

Section 23.0 - Uniforms

23.1 - The City agrees to provide uniforms for those employees holding the classification of patrolman and parking meter patrolwoman. The rules and procedures covering the ordering, purchasing, and quantity and specifications of uniforms shall be established by the Chief of the Department.

Section 24.0 - Rest Periods

24.1 - All employees working a regular tour of duty shall be entitled to two (2) rest periods per shift, excluding the lunch period. Whenever possible, these periods shall be scheduled in the middle of each one-half (1/2) regular duty day. The length of the rest periods shall be fifteen (15) minutes per period.

Section 25.0 - Uniform Cleaning Allowance

- 25.1 - A uniform cleaning allowance of One Hundred (\$100.00) Dollars per fiscal year shall be paid to all employees of the bargaining unit.
- 25.2 - The uniform cleaning allowance will be paid by check between December 1st and December 15th. To be eligible for the allowance, an employee must be on the payroll as of December 1st of the fiscal year in which payment is to be made.
- 25.3 - Time spent on leave of absence up to a maximum of six (6) months in any fiscal year will be considered as continuing service. The uniform cleaning allowance shall not be made to employees who have incurred combined leaves of absence greater than six (6) months in any fiscal year.
- 25.4 - Partial payment of uniform cleaning allowance shall not be made in the event of termination.

Section 26.0 - Bulletin Board

26.1 - The Employer agrees to furnish a bulletin board for the use of the Association. The bulletin board is to be used only for notice of Association meetings, Association business, elections and results, and social functions in connection with the local Association. The Association shall designate a person who shall be responsible for all notices posted on the board.

Section 27.0 - Other Employment and Conflicts of Interest.

27.1 - Employees of the City may take part-time jobs if, in the opinion of the department head, there is no conflict of working hours, and no impairment of the employee's efficiency in his work, or conflict with the interests of the City. Employees of the City may not engage in outside activities while on duty, nor may City property be used for any but City business, unless authorized by the department.

27.2 - Without the express written permission of the department, no employee may engage in any business or commercial activity which might be incompatible with the proper discharge of his official duties in the public interest or which might tend to impair his independence of judgment or action in the performance of his official duties.

Business or activity which might be incompatible with proper discharge of duties shall be the following:

- A. Act as security guard.
- B. Be employed in any bar, tavern, hotel or other establishment which serves or sells alcoholic beverages, pool or billiard parlors, towing or wrecking services, ambulance services.

Section 28.0 - Return of City Property

28.1 - An employee leaving the service of the City, whether through resignation, retirement, lay-off or discharge, is responsible for returning any City property which he may have in his possession. Failure to return City property may result in the Employee's final check being held up with deductions being made for the value of the property.

Section 29.0 - Accidents

29.1 - All personal injuries, however minor, shall be reported to the Employee's unit commander immediately. The employee must take such first aid treatment as may be recommended. Such accidents shall, in turn, be reported to the office of the City Clerk for preparation of the necessary Workmen's Compensation Accident forms.

Section 30.0 - Trading Days

30.1 - Subject to the approval of the Chief of Police, or the department, employees shall be entitled to voluntarily trade work or leave days within the same pay period. Time due shall be paid on demand of the member having the time coming. Denial of an individual request must be for just cause. Blanket denial will not be authorized.

Section 31.0 - Resignations

31.1 - To resign in good standing, an employee must give the appointing authority at least two (2) calendar weeks notice, unless the appointing authority, because of extenuating circumstances, agrees to permit a shorter period of notice. A written resignation shall be supplied by the employee to his department head. He shall forward such resignation to the Personnel Department for filing in the employee's personnel file. Failure to comply with this rule shall be entered on the service record of the employee, and may be the cause of delaying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Personnel Department by the department head.

Section 32.0 - Health Examinations and Requirements.

32.1 - Each employee covered by the Agreement must maintain a medically acceptable physical fitness commensurate with the duties and requirements of the position he occupies. This may include demonstrating such condition by a physical examination.

32.2 - Whenever the City shall require physical examination in connection with this Section, or any other provision of this contract, the same shall be at the City's expense. Such examination shall be scheduled during the officer's on-duty time.

Section 33.0 - Training Assignments.

33.1 - Both the Employer and the Association recognize the value of on-the-job training. Such training is to be encouraged. Training assignments will be made on the basis of ability, seniority and qualifications, and the employee being trained will continue to receive his current rate of pay.

Section 34.0 - Sick Leave and Unscheduled Absences.

- 34.1 - Permanent or probationary employees shall accrue sick leave at the rate of one (1) day for each month of service. There shall be no maximum accumulation. However, a new hire is not eligible for sick leave until he has successfully completed his probationary period. An employee shall receive credit for one (1) day sick leave accumulation for every month in which he works or receives compensation for eighty (80) hours or two (2) weeks worked.
- 34.2 - Sick leave will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).
- 34.3 - Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability.
- 34.4 - Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants or willful misconduct.
- 34.5 - An employee who is self-employed or works for another employer while on sick leave may be subject to disciplinary action.
- 34.6 - Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevents such reporting, notify the department not later than one (1) hour before starting time

34.6 - (con't)

of his particular shift on the first day of his absence and daily thereafter, if not hospitalized, or sick leave pay will not be allowed.

34.7 - The minimum time charged to an employee for such leave shall be one-half (1/2) of a tour of duty.

34.8 - A certificate from a reputable physician may be required as evidence of illness before compensation for a period of illness is allowed.

34.9 - If the employee so elects, after all accrued sick leave is used, vacation leave may be used, and payments made therefor to the extent of vacation leave accrued, to which the employee is entitled as of such date.

34.10 - Whenever an officer shall have exhausted all of his sick leave, the Association may make a written request to have its members work and donate time to the sick employee, and the City shall not take active opposition to said request, and shall facilitate any members working pursuant to same, and any members of the collective bargaining unit who are qualified, may work in the place and stead of said ill employee, until a final determination is made as to whether he is to be carried as permanently disabled and, if so, the other provisions of this Contract, the Ordinances and Charter shall take effect.

Section 34.0 - C(con't)

- 34.11 - When an employee receives his last check for sickness or non-duty disability, he will be placed on leave without pay for a period not to exceed one (1) year, or his seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work, his employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.
- 34.12 - Normally, no sick leave shall be granted in excess of the allowances accumulated. In unusual cases, the City Manager may approve paid sick leave in advance of accrual up to a maximum of ten (10) days. In the event that an employee who has been granted sick leave in advance of accrual, terminates or is terminated prior to the accumulation of sick leave granted, his final check shall be adjusted to reimburse the City for said sick days advanced and used.
- 34.13 - Newly hired employees shall be advanced ninety-six (96) hours sick leave upon commencement of employment, and in the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct, from any monies owing from the City to the employee, a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

Section 34.0 - (con't)

34.14 - An employee injured in the course of gainful employment, other than City employment, shall be eligible for sick leave, but only to the extent that he is not compensated for absence from the City employment by the benefits accruing from such outside gainful employment.

Section 34A.0 - Sick Leave Payment Allowance

- 34A.1 - In order to qualify for sick leave payment, an employee must have three hundred sixty(360) hours of accumulated sick leave as of the first day of the fiscal year in which payment is to be made.
- 34A.2 - Employees working the eight(8) hour workday who have the prescribed minimum accumulation of sick leave shall be paid 100% of the unused sick leave in excess of 48 hours earned during the fiscal year in which the payment was made. Employees working the 4/40 work schedule and/or ten(10) hour work day shall be paid 100% of the unused sick leave in excess of 72 hours earned during the fiscal year in which payment is to be made. In the event that a 4/40 or ten(10) hour employee takes a sick leave day, eight(8) hours shall be deducted from the sick leave payment allowance of 48 hours and two(2) hours shall be deducted from the accumulated sick leave of 72 hours. Those hours for which pay is not given shall be added to the employee's sick leave accumulation.
- 34A.3 - All sick leave payments shall be computed on the annual base rate of pay in effect as of the last pay period of the fiscal year in which the sick leave was earned.
- 34A.4 - Sick leave payments shall be made by check for the full amount and shall be issued between the dates of June 15 and June 30.
- 34A.5 - If the employee so elects in writing to the City Manager, he may waive payment for sick leave and have the hours for which payment would normally be given added to his sick leave accumulation.

- 34A.6 - Cut-off date for qualifying for accumulated sick leave shall be as of May 31st. As an example, in order to be able to qualify for sick leave payment, an employee must have a minimum of three hundred, sixty (360) hours of accumulated sick leave as of May 31st. Employees qualifying during the fiscal year will not be recognized for sick leave payment until the subsequent fiscal year.
- 34A.7 - In the event of termination, for any reason, or lay-off, the employee shall be entitled to receive payment allowance for which he was eligible as of the close of the last pay period of the fiscal year in which his sick leave was earned. In the event of retirement, demise or lay-off, he shall receive a partial sick leave payment allowance based on the payment of fifty (50%) percent of the unused sick leave earned in the fiscal year in which his employment is terminated.
- 34A.8 - This provision shall apply and take effect during the fiscal year beginning June 1st, 1973. In the event of retirement, any employee having a minimum of two hundred, forty (240) hours accumulation of unused sick leave may, at his option, retire up to two hundred forty (240) hours prior to their actual normal date of retirement, and receive full pay to the date of their actual retirement.

Section 35.0 - Leave of Absence

- 35.1 - A department head may authorize a permanent employee to be absent without pay for personal reasons for a period not to exceed eighty (80) working hours in a year.
- 35.2 - A department head in consultation with the City Manager, may authorize a permanent employee to be absent without pay for a period not to exceed six (6) months.
- 35.3 - If a permanent employee has a prolonged physical or mental illness, the employee may be granted by the City Manager at the employee's request, a leave of absence without pay not to exceed twelve (12) calendar months.
- 35.4 - An employee on a leave without pay for more than thirty (30) days shall not accrue vacation, sick leave, retirement credit, service toward longevity pay, other fringe benefits or seniority, or be compensated for holidays falling during the leave period.
- 35.5 - Whenever absence due to illness or injury exceeds the amount of paid leave earned and authorized, the employee shall be placed on Leave Without Pay.
- 35.6 - An employee who is self-employed or works for another employer during a leave of absence may be subject to disciplinary action.

Section 35.0 - (con't)

35.7 - An employee who fails to return to work at the termination of his leave of absence without justifiable reason shall be subject to disciplinary action.

35.8 - Upon return of an employee from leave of absence, he shall be reinstated to the same classification which he held prior to the leave of absence. There is no guarantee that he will be reinstated to the same job.

35.9 - Time spent on a leave of absence greater than thirty (30) days in duration will not count toward qualifying service for merit pay increases.

Section 36.0 - Vacation Leave

- 36.1 - Any permanent or probationary employee, with one (1) full year of service prior to June 1st, shall be allowed annual leave consisting of absence from duty for eighty (80) hours or two (2) calendar weeks.
- 36.2 - Any employee with less than one (1) full year of service prior to June 1st, shall be allowed annual leave in the proportion that his actual service bears to a full year of service. The employee may not use this partial leave, however, until he has served the City for one (1) year. In addition, no employee shall be given vacation that is a fractional part of a day. If the vacation accrued is one-half (1/2) day, or greater, the employee shall be given a whole day. If the vacation accrued is less than one-half (1/2) days, no part of the day shall be given.
- 36.3 - Any employee with five (5) years of service, but less than ten (10) years, shall be allowed annual leave of one hundred, twenty (120) working hours, or three (3) calendar weeks. He shall be eligible for such additional leave the day after completion of the fifth (5th) year of service.
- 36.4 - Any employee with ten (10) years of service, but less than twenty (20), shall be allowed annual leave of one hundred, sixty (160) working hours, or four (4) calendar weeks. He shall be eligible for such additional leave the day after completion of the tenth (10th)

36.4 - (con't)

year of service.

36.5 - Any employee with twenty (20) or more years of service shall be allowed an annual leave of two hundred (200) working hours, or five (5) calendar weeks. He shall be eligible for such additional leave the day after completion of the twentieth (20th) year of service.

36.6 - All vacation shall be taken within the fiscal year following the fiscal year of accrual, but may be extended into the succeeding fiscal year upon approval of the Department and the City Manager.

36.7 - In the event of termination of employment, an employee shall be entitled to receive pay for unused vacation time accrued during the fiscal year. Provided, that, in the event termination of employment is due to resignation of the employee, then the employee must give notice of his intended resignation at least eighty (80) working hours prior to the effective date of resignation, to his department head, in writing, in order to be eligible for such pay for accrued and unused vacation time.

36.8 - Vacation schedules shall be established by the Department so as to permit the continued operation of all Department functions without interference. Employees will be given preference according to Department or

36.8 - (con't)

shift seniority to select available vacation periods.

36.9 - If an employee dies, his next of kin will be paid the regular straight-time pay for all vacation he would have otherwise received.

36.10 - Vacation pay will be paid at the employee's regular hourly rate.

Section 37.0 - Holidays

37.1 - Employees shall receive ten (10) paid holidays per fiscal year; for the fiscal year 1972-73, and eleven (11) paid holidays for the fiscal year 1973-74:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving
6. Christmas Day
7. Three (3) personal business days, 1972-73;  
Four (4) personal business days, 1973-74.
8. One (1) additional paid holiday.

37.2 - Employees who are required to work within the three platoon system shall have the option of adding the aforesaid holidays to their vacation periods, or taking compensatory time off, subject to the approval of the Commanding Officer and Chief of the Department.

37.3 - When any of the above holidays fall on a Saturday or Sunday, the following Monday shall be observed as the holiday.

37.4 - Holidays will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).

37.5 - In the event of termination of employment, and employee shall be paid for unused compensatory time granted in lieu of holidays.

Section 38.0 - Bereavement

- 38.1 - In a case of death in the immediate family (family defined as the spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, or other relative living in the employee's household) a permanent or probationary employee may be granted a leave of absence, with pay, for a period not to exceed two (2) normal work days in the case of the death occurring within the State of Michigan and three (3) normal work days in the case of the death occurring outside the State of Michigan. Such leave, with pay, shall be considered bereavement leave. If the employee so elects, one additional day off with pay may be taken, but such time shall be charged to the employee's sick leave accumulation.
- 38.2 - Bereavement leave will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay).
- 38.3 - An employee who is self-employed or works for another employer while on bereavement leave shall be subject to disciplinary action.
- 38.4 - Should a death of a member of his immediate family occur while an employee is on a scheduled vacation, he shall be eligible to receive the benefits stated herein, provided he notifies the City prior to the date of the funeral and he attends the funeral.

Section 39.0 - Duty Disability Leave

- 39.1 - In the case of job-incurred illness or injury to a permanent or probationary employee resulting in physical disability to the extent the employee is unable to perform his regular duties or perform selected limited assignments, he shall be placed on duty disability leave.
- 39.2 - Time spent on duty disability leave shall be considered for all purposes as continuing service. Anytime during duty disability leave an employee may be required to submit to a physical examination by a City Physician.
- 39.3 - Duty disability pay will be at the employee's regular hourly rate (exclusive of shift or other work premium pay).
- 39.4 - Duty disability pay shall not exceed pay for four hundred, eighty (480) working hours for any one compensable illness or injury during the fiscal period beginning June 1st, 1972.

During the fiscal period beginning June 1st, 1973, and ending May 31st, 1974, duty disability pay shall not exceed pay for two hundred, forty (240) working hours at full pay for any one (1) compensable illness or injury, with up to an additional eight hundred (800) hours at seventy-five (75%) percent of pay for a single man

39.4 - (con't)

without any dependents, and ninety (90%) percent for a man with a wife and/or family, to include any man who has dependents, either living in the household with him, or in the case of a divorced man having children dependent on him for their support or part of their support.

39.5 - An employee who is self-employed or works for another employer while receiving duty disability pay, may be subject to immediate discharge.

39.6 - After receiving duty disability pay for four hundred eighty (480) hours, employee's pay shall be governed by the Michigan Workmen's Compensation Act.

Section 40.0 - Emergency Leave

40.1 - In the event that a permanent, probationary or part-time employee's spouse or relative living in the employee's household, or one or more children becomes ill or incurs an injury of an emergency nature which would compel the employee to leave his employment in order to take the above-defined relative to either a hospital or doctor's office, the employee, upon furnishing a written statement from an attending physician to the employee's unit commander validating the emergency, shall be paid his regular wage for his time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour, but not to exceed twenty-four (24) hours in any one fiscal year.

Section 41.0 - Insurance

41.1 - Health and life insurance. All employees shall be eligible for Twenty Thousand (\$20,000.00) Dollars group life insurance with the City paying the full premium.

41.2 - Hospital and surgical insurance. Blue Cross-Blue Shield MVF-1 Option I Coverage, more commonly known as "Master Medical Coverage, ward service, with the City paying the entire annual premium.

Section 42.0 - Tuition Reimbursement

- 42.1 - The Tuition Reimbursement Program, as initiated on June 1st, 1968, and as specified in Exhibit B of this Contract, shall be continued.
- 42.2 - Any employee who has completed his probationary period of employment and received a Bachelor's Degree in either Police Administration or Public Administration from an accredited college or university shall be entitled to an education bonus payment. In order to qualify for the bonus, said degree shall have been earned and reasonable evidence shall have been given to the Department. Payment shall be made as soon as reasonable after evidence is shown to the Department. The bonus payment shall be two and one-half (2 1/2%) percent of the employee's annual base rate of pay in effect.

Section 43.0 - Longevity Pay

43.1 - Longevity pay increments shall be awarded as per the following schedule:

Two (2%) percent of base pay after the completion of five (5) years of service;

Four (4%) percent of base pay after the completion of ten (10) years of service;

Six (6%) percent of base pay after the completion of fifteen (15) years of service;

Eight (8%) percent of base pay after the completion of twenty (20) years of service;

Ten (10%) percent of base pay after the completion of twenty-five (25) years or more of service.

43.2 - All longevity payments shall be computed on the base annual rate of pay in effect as of the first pay period of the fiscal year in which the payment is to be made.

43.3 - Longevity pay shall be made by check for the full amount paid and shall be paid between the dates of December 1st and December 15th of each year.

43.4 - Military leave of absence shall be considered as continuous City service.

43.5 - The cut-off date for qualifying service shall be December 1st. As an example, in order to be eligible for a first longevity pay increment, which is two (2%) percent of base pay after five (5) years of service as of December 1st of the fiscal year in which payment is to be made. Anniversary dates falling during the

43.5 - (con't)

fiscal year, will not be recognized for longevity pay until December 1st of that year.

43.6 - In the event of termination, either through resignation or discharge, the employee shall be entitled to receive that longevity pay for which he was eligible as of December 1st. He shall not, however, be entitled to partial longevity payment for service accrued in the fiscal year in which his employment is terminated.

43.7 - In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he was eligible as of December 1st. In addition, he shall receive a partial payment for time served in the fiscal year in which his retirement or demise occurs. Such payment shall be determined by the ratio formed between a full year of service, and that portion of the year actually served.

43.8 - In the event of lay-off, the employee shall be entitled to receive that longevity pay for which he was eligible as of December 1st. In addition, he shall receive a partial payment for time served in the fiscal year in which his lay-off occurs. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

Section 44.0 - Suspension of Leaves

44.1 - The leaves provided for in the Agreement may be temporarily suspended during any period of emergency declared by the City.

Section 45.0 - Safety and Sanitary Conditions

- 45.1 - The Employer agrees to provide sanitary, safe and healthful facilities and equipment.
- 45.2 - The Employer will provide adequate first-aid facilities.
- 45.3 - Employees covered hereby, in the performance of their duties, shall at all times use safety devices and protective equipment which may be furnished to them, and will comply with safety, sanitary and fire regulations.

Section 46.0 - Separability of Contract

46.1 - If, during the life of this Agreement, any of the provisions contained herein, are held to be invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with, or enforcement of any provisions shall be restrained by such tribunal pending a final determination as to its validity the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the management and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 47.0 - Waiver of Bargaining During Contract Term

47.1 - The City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matter may not have been without the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 48.0 - Attendance - Court Time

- 48.1 - Employees shall be regular in their attendance and observe the working hours established.
- 48.2 - All employees absent without authorized leave, or who report late for any shift may be penalized by way of pay deduction in multiples of one-fourth (1/4) of an hour for each fifteen (15) minutes or fraction thereof, of each day, or portion of each day.
- 48.3 - An employee who is scheduled to appear in court at a time other than his normally scheduled duty hours, shall be compensated at the rate of one and one-half (1 1/2) times his basic hourly rate for a minimum of two (2) hours, but the Employer is entitled to require the employee to work any portion of the two hour minimum period of time that is not required for court work, provided, however, that in the event that an employee is scheduled to appear in court not more than two (2) hours before his normally scheduled duty hours, he shall receive overtime pay only for the period of time that elapses between his appearance in court and the beginning of his normally scheduled duty hours.

Section 49.0 - Wages and Cost-of-Living

49.1 - The general wage scale shall be as follows during the fiscal year June 1st, 1972 to May 31st, 1973:

Start	6 mos.	12 mos.	18 mos.	24 mos.	30 mos.
A	B	C	D	E	F
\$11,479.	\$11,732.	\$12,024.	\$12,327.	\$12,636.	\$12,952.

49.2 - The general wage scale for the fiscal year effective June 1st, 1973, shall be determined as follows:

- A. All Classifications represented by the Royal Oak Police Officers' Association shall be entitled to a three (3%) percent increase in base pay, plus a cost-of-living payment based upon the true percentage increase, if any, in the cost-of-living as determined by the Consumer's Price Index for the Detroit Metropolitan area, all items for the twelve (12) month period from March 1972 to March 1973. Provided further, that, in no event will the total increase in base pay accorded in the second year of this Contract be less than 5.5% nor more than 9.5%.
- B. The true percentage increase shall be determined by taking the Consumer Price Index for the Detroit Metropolitan area, all items, as of March 1972, with a base of 125.0, and subtracting the March 1972 base from the Consumer Price Index for the

49.2B - (con't)

Detroit Metropolitan area, all items, as of March 1973, base.

The difference obtained from the subtraction is then divided by the aforementioned base as of March 1972, and the resulting dividend shall represent the true percentage increase. This percent of increase shall then be added to three (3%) percent and the result represents the total percentage increase to be applied to the respective salary steps.

- C. This general wage provision shall be subject to any then existing Federal guidelines pertaining to permissible increases in wages and fringe benefits.

It is further agreed that the City will join with the Association in any appeals to the Internal Revenue Service or any other administrative body, if such becomes necessary in implementing the wage portion of this Agreement.

Section 50.0 - Disciplinary Proceedings Against Association Members

50.1 - Whenever disciplinary proceedings are contemplated against a member of the Association under such circumstances that the misconduct being investigated, if substantiated, would constitute a crime under State or Federal law, no statement shall be taken from the officer nor shall he be interrogated, except in accordance with the following procedure:

50.1.1 - The officer shall first be advised of the charge or charges against him, either by the Chief or by a Command Officer of the Department.

50.1.2 - The officer shall be advised of his right against self-incrimination and of his right to legal counsel.

50.1.3 - If the officer desires the assistance of legal counsel, no further proceedings shall be had until the officer has been afforded a reasonable opportunity to consult legal counsel, but the officer may be suspended from duty if the gravity of the charges being investigated so dictate. Legal counsel may appear with the officer in any subsequent proceedings if the officer so desires. No

50.1.3 - (con't)

man shall be suspended until a written order to answer is issued which would subject him to possible disciplinary action which could include discharge for refusal to answer.

50.1.3.1 - All written answers to the above mentioned charges will be subject to and include a Reservation of Rights.

50.1.4 - The officer and his counsel, if any, shall be entitled to a written statement of the charges, against the officer, which are being investigated upon demand for same. Any such statement of charges may be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement, or amended or amplified statement of charges.

50.1.5 - The officer may then be ordered to make a statement concerning the charges against him, and to submit to interrogation. The officer may decline to do so, but any such refusal shall constitute grounds for disciplinary action.

50.1.6 - If the officer chooses to make a statement and submit to interrogation, any such state-

50.1.6 - (con't)

ment and any answers resulting from interrogation may be used as the basis for disciplinary action, and may also be used in any proceedings before the Civil Service Board in the event of appeal of such disciplinary action. For any and all other purposes, any such statement or answers to interrogation shall be privileged and shall constitute a private record, and shall not be made available without the signed consent of the officer to any person or agency, except pursuant to subpoena issued by a court.

50.1.7 - Any and all of the rights and privileges conferred herein, upon members of the Association may be waived by the officer, but any such waiver shall be signed and in writing.

Section 51.0 - Duration of Agreement

51.1 - This Agreement shall be effective 12:01 a.m. on February 1st, 197 , and expire at 11:59 p.m., May 31st, 1974.

PROVIDED, HOWEVER, that all provisions herein shall continue to operate unless notice of the termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days prior to the expiration date hereof.

51.2 - The parties, in recognition of the fact that vital services are involved, agree that this contract shall remain in full force and effect until a new contract is negotiated.

THE EMPLOYER AGREES that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and that the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

CITY OF ROYAL OAK

ROYAL OAK POLICE OFFICERS ASSN.

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

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By: \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Its \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1973.