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**STATE OF MICHIGAN  
MICHIGAN DEPARTMENT OF LABOR  
MICHIGAN EMPLOYMENT RELATIONS COMMISSION (MERC)  
ACT 312 ARBITRATION**

IN THE MATTER OF:

THE CITY OF AUBURN HILLS,  
Employer,

and

MECR Case No. D06 A-066

POLICE OFFICERS' LABOR COUNCIL,  
Employee Collective Bargaining Representative.

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**STIPULATED AWARD**

**PANEL MEMBERS:**

Allen J. Kovinsky, Panel Chairperson  
2000 Town Center, Suite 900  
Southfield, MI 48075

Thomas A. Tanghe, Assistant City Manager  
Employer Panel Representative  
City of Auburn Hills  
1827 North Squirrel Road  
Auburn Hills, MI 48326

Mr. Chester Kulesza  
Employee Panel Representative  
Police Officers' Labor Council  
667 East Big Beaver Road  
Troy, MI 48083

Craig W. Lange, Esq.  
On behalf of the City of Auburn Hills  
Roumell, Lange & Cholack, PLC  
314 Town Center Drive  
Troy, MI 48084

John Lyons, Esq.  
Police Officers' Labor Council  
667 East Big Beaver Road  
Troy, MI 48083

## I. INTRODUCTION AND BACKGROUND

The City of Auburn Hills (hereafter "City" or "Employer") and the Police Officers Association of Michigan were parties to a collective bargaining agreement covering the Police and Dispatchers of the City's police department. The contract expired on December 31, 2005 and, after a Representation Election resulted in a change of the bargaining agent to the Police Officers Labor Council ("POLC"), the parties began negotiations for a successor agreement in February 2006.

The parties were unable to successfully negotiate a new collective bargaining agreement and, as a result, a petition was filed by the POLC pursuant to the provision of Act 312, Public Acts of 1969, as amended. Mr. Allen J. Kovinsky was appointed Impartial Chairman of the panel to resolve the issues between the parties. The Union named Chester Kulesza, POLC Business Agent, as its panel delegate. The City named Thomas Tanghe, Assistant City Manager, as its panel delegate.

The hearing was convened before the Act 312 panel on September 17, 2007 at the offices of the City of Auburn Hills. At the hearing, stipulations were entered into and exhibits were received into evidence by the arbitration panel. The hearing continued on September 24, 2007. The parties stipulate that the current Collective Bargaining Agreement shall remain in full force and effect through December 31, 2010, except for the modifications, deletions and/or additions, which are set forth below and identified as items 1 through 25. Items 1 through 25, as set forth below, are hereby incorporated into this Award, and shall be incorporated into the Collective Bargaining Agreement by the parties.

## II. ISSUES

### 1. VACATIONS

Appendix A, Section 5. Vacations.

(a) Employees shall qualify for vacation upon their anniversary date of employment in accordance with the following schedule:

1 year but less than 3 years -	10 Days
3 years but less than 4 years -	13 Days
4 " " 5 "	- 14 Days
5 " " 6 "	- 15 Days
6 " " 7 "	- 16 Days
7 " " 8 "	- 17 Days
8 " " 9 "	- 18 Days
9 " " 10 "	- 19 Days
10 " " 11 "	- 20 Days
11 " " 12 "	- 21 Days
12 " " 13 "	- 22 Days
13 " " 14 "	- 23 Days
14 " " 15 "	- 24 Days
15 years or more	- 25 Days

(b) Employees are encouraged to take their vacations, but 40 hours of an employee's vacation may be carried forward from one anniversary year into the next, but such "carry-forward bank" shall never exceed 40 hours.

(c) For purposes of scheduling, vacations will be taken in 40 hour blocks with the exception that an employee having five (5) or more years of completed service may take up to 96 hours in 8 hour blocks (i.e. one day at a time), and employees having less than five (5) years of completed service may take up to 40 hours in 8 hour blocks. Any remaining hours of less than 40 may be taken in 8 hours blocks as scheduling permits.

(d) All annual vacation picks will be selected from an annual vacation pick sign up which will be posted for thirty days with the April shift pick. The department will make every effort to approve first pick vacations first and foremost, and then give priority to second pick vacations above all other contractual time. All vacation requests after April 30 shall be granted on a first request basis. All annual vacation picks will be selected from an annual "Vacation Pick Sign Up" form which shall be posted with the April shift pick. The form shall contain space for each member to choose one "First Pick" priority vacation slot and a "Second Pick" vacation slot. Only the first pick will be guaranteed. All requests, whether "First" or "Second" must be submitted on the proper form 30 days prior to the date of the first requested day. Failure to submit the request form by that date forfeits any right for any time period, regardless of sign up status.

The "Vacation Sign Up" form shall be posted for 30 days. The department will approve one (1) 80 hour block for each requesting individual who signed up during the shift pick period unless an emergency is declared by the Chief of Police.

(e) Employees will then make a second vacation pick with each employee granted a vacation by seniority provided it does not interfere with any previously granted vacation.

(f) All vacations shall require prior approval and shall be at the discretion of the Chief of Police.

(g) Vacation time is earned in the proceeding year. Any employee who ends employment with the City for any reason shall receive compensation for any earned but unused vacation time.

## **2. UNION USE OF CITY EQUIPMENT**

### **Article VIII – Union use of City Equipment**

A. The Employer shall assign a bulletin board which shall be used by the Union for posting notices bearing the written approval of the Union President, and which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;

- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

The Union will assume full responsibility for all material placed on the bulletin board.

- B. The City shall provide the Union with space for a file cabinet which shall be provided by the Union and shall be the Union's property.
- C. The City agrees to allow Union Board members and Shift Stewards to use Report and Writing room or duty station computers to write and print grievances; compose grievance adjustments; type notes of meetings with management, send emails to the Police Chief, City Manager's Office and their Union Business Agent. Such agreement does not invalidate the City's rules governing city email and computer use. The Union acknowledges that use of the City email system does not indicate a right to privacy using the City computer systems.
- D. Union Board members and Shift Stewards are also permitted to use the City's fax machines to send correspondence to the Union Business Office. Union Board Members and Shift Stewards may use the City copiers for copies intended for the Union Business Office. Union Board Members and Shift Stewards may use the city phones, faxes and email to consult with the Labor Agent regarding grievances. The Union agrees that no email notifications to union members or copying of material intended for the union membership will occur on City copy machines. The Union will assume full responsibility for all material emailed, faxed or copied on the City equipment which is communicated or copied as union material.

### **3. WORK SCHEDULE**

The POLC and the City of Auburn Hills agree to modify the Collective Bargaining Agreement by replacing the current language of the agreement in Section 10 with the following language:

#### **Appendix A, Section 10. Work Schedule**

- (a) Work schedules showing the employee's shifts, work days and hours shall be posted in the Department at all times.
- (b) The regular hours of work each day shall be consecutive except that they may be interrupted by a 30 minute lunch period and two 15 minute breaks.
- (c) Time Clocks: Police Officers and PSO's are not required to punch a time clock.
- (d) **Police Officers:** All Police Officers shall be reassigned to a six week two consecutive rotating leave day schedule. Leave days shall rotate as follows:

<u>Week</u>	<u>Leave Groups</u>
#1	Monday/Tuesday
#2	Tuesday/Wednesday
#3	Wednesday/Thursday
#4	Thursday/Friday
#5	Friday/Saturday/Sunday
#6	Saturday/Sunday/Monday

Once an officer is assigned to a particular leave day group that officer may not be involuntarily bumped into another leave group except when the officer transfers from one shift to another. However, with the employer's consent, officers may voluntarily trade leave groups.

(e) **Police Service Officers:** All Police Service Officers will select a rotating leave day group by pay period.

- (1) A leave group will be posted for each shift, based on the number of eligible Police Service Officers to select their shift. Shift selection will be by seniority and once a PSO selects a particular shift and leave day group, that PSO may not be involuntarily bumped into another leave group except when the PSO transfers from one shift to another, subject to Section 23, III (b).
- (2) With the employer's consent, PSO's may voluntarily trade leave day groups. Leave day groups will remain the same for all other PSO's on the same shift.
- (3) Leave days shall rotate as follows:

<u>Pay Period</u>	<u>Leave Groups</u>
#1	Monday/Tuesday
#2	Tuesday/Wednesday
#3	Wednesday/Thursday
#4	Thursday/Friday
#5	Friday/Saturday
#6	Saturday/Sunday
#7	Sunday/Monday

#### **4. RECOGNITION**

Add the language, "and this contract," to the end of the second paragraph of Article I (B) as follows:

##### Article I – Recognition

##### B. Management Rights – . . .

The Union recognizes the Employer's right to manage its affairs and direct its work force and within the existing framework of the Statutes of the State of Michigan to maintain the City of Auburn Hills in the County of Oakland as efficiently and at the lowest possible cost consistent with fair labor standards and this contract.

**5. BALLISTIC VESTS**

Ballistic vests shall be replaced in accordance with National Institute of Justice recommendations.

**6. MASTER OFFICER PROGRAM**

The Master Officer program is to be removed from the contract.

**7. TRADING WORK DAYS**

Union members may trade leave days under the following guidelines:

- a. No sixteen (16) hours shifts
- b. No trade can create overtime
- c. Exchanged days must occur within the next payroll period

**8. LEAVE**

Modify Section 17 language as follows:

(For the section covering five days of leave)

“Immediate family” is defined as the employee’s wife, husband, children, step-children, brother, sister and parents.

(For the section covering three days of leave)

“Other family members” are defined as grandparents, grandparent-in-law, grandchildren, parents-in-law from the current spouse, and step-parents.

The Chief of Police or designee, under special circumstances determined solely by the Chief or designee, may grant up to five additional bereavement days to be taken from the employee’s sick time bank for loss of a spouse, children, or step-children. Any denial is not subject to the grievance procedure.

**9. DETECTIVE AND SERGEANT’S PROMOTIONAL PROCESS**

Appendix E, Detective and Sergeant’s Promotional Process

Section III. - Procedure

The procedure for identifying candidates shall be as follows:

A. Qualifications

\* \* \*

- 2. To qualify, candidates who participate in the promotional process to detective or sergeant must have, on the date of the occurrence of the written test, a total of five (5) years of service as a Police Officer with three (3) of those years in this department.

\* \* \*

**10. LIFE INSURANCE**

Add the following language to the Life Insurance section of the contract:

Life Insurance Reduction Schedule

Employees who are in full time active status and who have attained the age of 65 shall have their life insurance benefit reduced by 35%. From and after age 65, employees who remain employed in full time active status shall receive another reduction of an additional 15% once they have attained the age of 70.

**11. TUITION**

Appendix A, Section 13 – Tuition

The City shall reimburse the cost of tuition at an accredited educational institution in accordance with the following:

- a) Classes taken on an individual basis separate and not part of a college degree program will be evaluated on their individual merit and approval/disapproval determinations made by the City manager.
- b) Tuition reimbursement will not be made in advance. The employee will pay for the course and be reimbursed upon proof of completion of the course with a grade “C” or better, and the submission of a signed affidavit may be requested stating reimbursement has not been requested or received from another source.
- c) City reimbursement will be for tuition, mandatory fees (except for recreation fees) and required books. All books shall become the property of the Auburn Hills Police Department within ten days of completion of the course(s). Supplies and other expenses will be the employee’s responsibility.
- d) Reimbursement will apply to active employees only and will require prior approval from the Supervisor, Department Head and City Manager. Reimbursement will be limited to \$3,000 per person per calendar year for undergraduate tuition and \$2,000 per person per calendar year for post-baccalaureate education. Payment for tuition reimbursement shall not be included as part of the final average compensation calculations for pension.
- e) Coursework and/or degree programs must be directly related to and those required for the employee’s current position or one that exists within the City organization. However, if coursework is not related to a current position but is part of the degree related program, then coursework would be accepted.

Disputes arising out of the accreditation of coursework and/or degree programs will be determined by an opinion from the Registrar’s office of Oakland University. Accreditation must meet or exceed the level of accreditation of Oakland University. Such determination is not subject to the grievance procedure.

**12. LONGEVITY PAY**

Appendix A, Section 6 – Longevity

Remove the Police Service Officer column for those PSO’s hired prior to January 1, 1985 since none exist.

**13. HOLIDAYS**

Appendix A, Section 4 – Holidays

\* \* \*

- (c) Employees who work their regularly scheduled eight (8) hours shift on a holiday will be paid at the rate of time and one half.
- (d) Employees who are assigned to positions working a Monday through Friday, dayshift assignment, examples being: School Liaison Officer, Court Officer, and Crime Prevention Officer shall take a paid day off on any City holiday defined as a day when City Hall is closed. Officers in those positions may be directed to work by order of the Chief of Police or her/his designee and in that case, shall be subject to Section 4(c) of this Agreement covering compensation for work hours on a holiday.

**14. PERFORMANCE EVALUATION RATINGS**

Article XVI – Performance Evaluation Ratings

Each employee shall be rated by his or her immediate Supervisor.

Upon completion of the rating, employees will be personally informed of their respective evaluations by the immediate Supervisor who prepared the evaluation. The original copy shall be placed in the employee's personnel file.

The evaluation document content and methods shall be modeled after an evaluation from Chatham, Georgia with modifications as determined necessary by a committee of Department stakeholders including both union members and management. The committee shall include a member from each functional area of the Department: Chief's Office, lieutenant, sergeant, detective, 2 police officers appointed by the bargaining unit and a Police Service Officer also appointed by the bargaining unit.

The Evaluation Committee shall present a completed evaluation document to be used to evaluate employees by the end of one year following the signing of this Collective Bargaining Agreement or from any arbitration decision.

Any employee who wishes to review his/her performance evaluation with the Chief of Police must make a written request to the Chief of Police within two weeks of receiving his/her copy of the evaluation and must identify each area he wishes to review and cite a brief basis for reviewing that area. The matter will be discussed with the Chief of Police as expeditiously as circumstances permit. Upon request, the employee may have a Union representative at the meeting with the Chief of Police.

Performance evaluations shall be removed from the personnel file after a two year period.

It is specifically agreed that no aspect of this Article shall be subject to the grievance procedure.

Performance evaluations shall not be used for discipline.



**15. PART TIME OFFICERS AND EVENT ASSIGNMENTS**

**Appendix A, Section 21 – Part Time Officers and Event Assignments**

**\* \* \***

**III. Miscellaneous.**

(a) Part-time officers will be limited to performing work related to activities at the Palace of Auburn Hills, the Pontiac Silverdome, and educational institutions in the City, except by special agreement between the Association and the City.

(b) The schedule for Pistons games, to the degree possible, shall be posted thirty (30) days in advance. Full-time officers will have a fourteen (14) day first choice period followed by PSO's who shall have first choice of overtime for which they are qualified. Special events at the Palace of Auburn Hills, the Pontiac Silverdome, Great Lakes Crossing and educational institutions in the City, to the degree possible, shall be posted seven (7) days in advance. Full-time officers will have first choice followed by PSO's who shall have first choice of overtime for which they are qualified. Part-Time officers may be scheduled for events when an insufficient number of full-time officers and PSO's accept the overtime offered to them.

(c) Officers ordered to work events at the Palace, Silverdome, Great Lakes Crossing and educational institutions in the city will be ordered as follows: The officer having worked the fewest number of events for the calendar year, as of the previous pay period's records, shall be ordered first and the process shall continue in reverse order from the officer having worked the fewest number of events to the officer having worked the greatest number of events. However, no officer shall be ordered more than two times in a pay period. When an officer is ordered to work, the officer shall only receive credit for the event if they actually work the event. (For purposes of determining the number of events worked, credit is received for working an event whether the officer volunteers or is ordered.)

(d) Officers assigned to the afternoon shift who work one event per month will not be ordered to work Palace events unless an emergency exists.

(e) Any change to the posted Palace schedule will also follow the below listed procedures:

Posting of Palace events will include placing all the volunteers listed on the sign up sheet on the bottom of the event sheet. Employees desiring to be listed as a volunteer will place a "V" next to their name to be considered as a volunteer in the event they are not assigned to the event. The volunteers designated with a "V" adjacent to their name on the sign up sheet that were not assigned to the event will be listed on the bottom of the event sheet by the Palace supervisor in order, with the most eligible member listed as number 1, to the least most eligible member last.

1. Eligible is defined as having the least amount of events worked. If the events worked are equal, then by seniority, the highest seniority being eligible. Members who already have 4 events for that pay period are not eligible.
2. **Changes:** Any person assigned to an event may request a change on the posted event schedule by making a request through their supervisor who will assign the next eligible volunteer to the event. **Once a volunteer is assigned the volunteer will be required to work the event.** Employees can request to be removed as a volunteer before they are assigned to the event by requesting removal by any supervisor. An employee will not be considered removed from the event until he/she has been removed by a supervisor and the supervisor initials next to the space where the volunteer's name has been removed. Changes in the posted schedules are to be made only with the approval of the Chief of Police or designee. It will be the posted officer's responsibility to find an eligible replacement prior to approval.

(f) Officers will not be ordered to work Palace/Silverdome events on an approved contractual day off.

(g) Except with the permission of the Chief of Police or his/her designee, full-time officers are limited to working on overtime up to four (4) scheduled events per pay period at the Palace of Auburn Hills, the Pontiac Silverdome, Great Lakes Crossing and educational institutions in the city, or other scheduled overtime. This restriction excludes incidental overtime for court, training, holdovers, low staffing situations, or public safety emergencies.

(h) Employees who have received a disciplinary suspension for sick time abuse in the past six (6) months shall not be eligible for voluntary overtime under this section.

(i) Part-time officers will be assigned from a pool of fifteen (15) officers. For each additional full-time officer hired after January 1, 1992, the City may add one part-time officer to supplement the original pool of fifteen (15).

## **16. SECONDARY EMPLOYMENT**

The City agrees to allow employees who are suspended without pay to engage in "Regular Off-Duty Employment" as defined in the Department's General Order #37. Any secondary employment shall otherwise be in compliance with General order #37 and the City's Secondary Employment Policy, #30-15.

## **17. OVERTIME**

Appendix A, Section 9 – Overtime

- (a) Employees shall be eligible to receive one and one-half times their regular hourly rate in the following circumstances:

(1) Time worked in excess of eight (8) hours in any one day unless normally scheduled to work additional hours to make up the normal 6/2 work schedule.

(2) When members are scheduled for training upon mutual agreement between the employer and employee(s).

(3) Employees called in for overtime will receive a minimum of two (2) hours at the time and one-half rate, provided however that employees who have arrived on the premises and are asked to start work early, or are already on the job and asked to stay over, shall receive pay at the time and one-half rate, but the two (2) hour minimum shall not apply.

(b) **Holiday Overtime.**

The City will pay double time to employees for all hours in excess of eight.

(c) **Comp-Time Bank:**

1. At the employees option, up to eighty (80) overtime hours per contract year may be credited to an overtime bank. Upon working the overtime the employees shall elect at that time to receive compensation or to apply the overtime hours to the Comp-Time Bank. Overtime hours not banked shall be paid in compensation. No more than eighty (80) comp-time hours per contract year may be banked or used.

2. Comp-time banks shall be paid off at the end of each calendar year, based upon hours accumulated in that year, and at the rate applicable when earned. Paychecks shall be issued the first pay day in January. The new year shall start a new bank.

3. Comp-time shall be in full hours only, partial hour requests will not be approved.

4. Employees may elect to take comp-time pay only in January of each year. Comp-time will be paid at the rate earned.

(d) **PATROL OFFICER OVERTIME**

1. The Department shall create an **Overtime Log** defined as a log of all volunteer and ordered overtime worked. The Log shall be maintained in Watch Command. For purposes of the Log, **ordered** overtime will be defined as a compulsory work assignment with a duration of one hour or more **specifically directed by a supervisor to fill a shift vacancy**, where a bargaining unit member is compelled to start work prior to their assigned shift or compelled to work after their assigned shift, not including any special

events. The purpose of the Overtime Log is to determine who shall be ordered when there is no volunteer.

- i. When an employee works **ordered** overtime, or volunteers for overtime when a holdover is necessary, the employee shall enter the number of hours worked whether volunteer or ordered, on the Overtime Log, add up to a total number, and present it to a shift supervisor for their initial. **Overtime not so initialed will not count toward the employees' overtime total.**
2. **Short Notice Overtime** defined as any overtime forecast on less than 48 hours notice.
  - i. Officers on regularly scheduled leave days shall be eligible to volunteer or sign up for Short Notice Overtime when time permits.
  - ii. Offered by seniority to all personnel on the assigned shift who are scheduled to work on the date the overtime is or will occur.
  - iii. If a person volunteers for this overtime the number of hours will be logged in the Overtime Log by the employee.
  - iv. If there is no volunteer, the supervisor shall order persons working the shift where the vacancy is occurring, in reverse seniority, with the least number of hours in the Overtime Log being ordered first.
3. **Posted Overtime** is defined as overtime that the Department has posted for patrol or staff assignment where the Department has forecast a need for personnel with **more than 48 hours notice**. The Department will fill that need by posting a sign up roster prior to the date personnel are needed.
  - i. Overtime shall be posted in advance whenever possible.
  - ii. Posted overtime shall remain posted until 48 hours before the start of the overtime shift.
  - iii. When overtime is posted in blocks of 8 hours, volunteers for the entire 8 hour block shall have priority for assignment, by seniority, over volunteers who sign up for 4 hour blocks only.
  - iv. If there is no volunteer, orders will be assigned in reverse seniority with the lowest seniority officer being assigned the order first.
  - v. Officers assigned to a shift between the regular shift picks will be credited with the average number of ordered hours of officers on that shift as of the date of the shift change.
  - vi. No officer can be ordered more than twice consecutively in any given week, Sunday to Sunday except in case of an emergency. The next most senior eligible officer will be ordered instead.
4. Overtime for which there is no eligible volunteer will be first offered to the officer on the shift with the **least number of hours of overtime orders worked** according to the Overtime Log. The employee on the shift with the fewest number of hours worked will be the first person ordered unless that person is on leave days or approved time off. The exception will be emergencies and times when the person with the least number of hours cannot be contacted.

(e) **PSO OVERTIME**

1. **Posted Overtime** is defined as overtime that the Department has posted for Communications where the Department has forecast a need for personnel. The Department will fill that need by posting a sign up roster prior to the date personnel are needed.
  - i. Overtime shall be posted in advance whenever possible.
  - ii. Posted overtime shall remain posted until 48 hours before the start of the overtime shift.
  - iii. When overtime is posted in blocks of 8 hours, volunteers for 4 hour blocks shall have priority for assignment when each of the 2 volunteers has less hours of overtime than any 8 hour volunteer.
2. A log of all overtime in Communications worked, both volunteer and ordered, shall be kept in the PSO Schedule Book, kept in the Communications Supervisor's Office. For purposes of the log, **ordered** overtime will be defined as a compulsory work assignment specifically directed by a supervisor, where a bargaining unit member is compelled to start work prior to their assigned shift or compelled to work after their assigned shift, or without the ability to refuse the work not including any special events. The purpose of the Overtime Log is to determine who shall be ordered when there is no volunteer.
3. All overtime for which there is no eligible volunteer will be first offered to the employee with the least amount of overtime worked according to the Overtime Log. The employee with the least overtime hours worked will be the first person ordered, regardless if the overtime occurs on their scheduled leave days. The exception will be emergencies and times when the person with the least amount of hours cannot be contacted or has already worked 12 consecutive hours.
4. Short Notice Overtime defined as any overtime forecast on less than 48 hours notice.
  - i. Offered to the employee with the least amount of overtime worked on the assigned shift or who are working consecutively to the shift on the date the overtime will occur.
  - ii. If a person volunteers for this overtime the number of hours will be logged in the Overtime Log.
  - iii. If there is no volunteer, the supervisor shall order persons with the least number of hours in the Overtime Log.

**18. DISCIPLINE AND DISCHARGE**

**Article VII – Discipline and Discharge**

The City has the right to discipline and discharge employees for just cause. In any case where employee disciplinary action is necessary, the following disciplinary options are available to the Department.

- A. Oral Reprimand
- B. Written Reprimand

- C. Suspension
- D. Discharge

Section 1. Appeals Process - All cases of discipline may be processed as a grievance, beginning with Step 1 of the grievance procedure.

Section 2. The Employer agrees that upon imposing discipline A-D, the Union shall be notified in writing of the action taken only upon request of the employee. The Employee shall be given a copy of any written disciplinary action.

Section 3. Investigation interview. Whenever a member is under investigation and subjected to interview by his/her Supervisor and/or Chief of Police which could lead to disciplinary action, discharge, or criminal action or charges, such investigation interview shall be conducted under the following conditions:

- (a) The employee shall be informed that he has the right to Union representation during such interview, provided however, that the interview shall not be unreasonably delayed.
- (b) A member charged in a Departmental, administrative investigation may have a copy of his/her own audio recorded interview made by Department authorities.

Section 4. In the event disciplinary action B-D is imposed, the employee shall be entitled to Union representation. The employee shall be informed of his/her right to Union representation prior to the time such disciplinary action is imposed.

Section 5. If any employee is ordered to make an oral or written statement regarding the employee's alleged criminal conduct, he shall comply subject to the receipt of Miranda or Garrity warnings and shall be given a reasonable time to act in accordance with such rights. After an employee is ordered to make a written statement in response to such alleged criminal misconduct on his/her part, he shall have the opportunity to confer with his/her Union representative prior to complying with the order.

Section 6. Any claim for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages that the employee would have earned.

Section 7. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

Section 8. Oral reprimands and letters of counseling to be removed one year from the date of the issuance, written reprimands shall be removed two years following the date of the discipline, suspensions removed four years from the date of the discipline with the exception of any suspension of more than 30 days in which case the suspension shall remain in the personnel file indefinitely.

**19. PERSONNEL RECORDS**

Insert new language as follows:

**Personnel Records**

Contents of an officer's departmental file and official personnel file in the Personnel Office be treated with confidentiality to the extent permitted by law. All officers' files shall be kept in accordance with the Employees' Right to Know Act, MCL 423.501(ff).

During regular City Management Office hours and within 72 hours of his request, an officer shall have the right to review his/her personnel file. An officer may review his/her personnel file during his/her regular duty hours without loss of pay, but not more than two times per calendar year.

**20. ROMETTI GRIEVANCE**

The Rometti grievance will be settled as follows:

The City will pay the employee back-wages at the wage rate at the time of the suspension equal to ½ of the amount of the suspension, or 1.5 days; and the record shall reflect a 1.5 day suspension.

**21. UNION REPRESENTATION**

Article V, § 2 Revised to state as follows:

Three (3) members of the Union Committee shall participate in collective bargaining negotiations with the City during times mutually agreeable to the parties. No more than two (2) members of the Committee shall be from one shift. The City shall pay up to two (2) members of the Committee for actual working time lost during the negotiations. Should only one member of the Committee be regularly scheduled to work during the time set for the negotiations, a second member of the Committee shall be reassigned to the shift during which the negotiations are occurring for the day of the negotiations.

**22. PRESCRIPTION DRUG PLAN**

Modify current prescription drug plans to provide as follows:

The employer shall provide a prescription drug plan with a three-tier co-pay system of \$7/\$15/\$30 with a mail-in program of two times the applicable co-pay and mandatory generic enforcement. The prescription drug plan shall be managed by a plan manager and the employees shall be subject to the provisions of that plan, including changes from time to time in the drug formulary which may change the co-pay category in which drugs are placed. HMO participants shall have a \$5/\$10 Rx drug card as soon as possible upon receipt of this award and until July 1, 2008, at which time it will convert to \$7/\$15/\$30. PPO members shall convert to \$7/\$15/\$30 as soon as possible upon receipt of this Award.

Modify current PPO coverage office visit as follows:

Effective January 1, 2009, the office visit co-pay in the PPO plan is \$20.

The two items above to be effective as soon as possible upon receipt of award.

**23. RIGHT TO ARBITRATE**

The right to arbitrate shall be granted to the Union utilizing the language of the contract expired December 31, 2005.

**24. INDEMNIFICATION**

The Employer shall indemnify and save all Employees harmless from any and all claims, suits or alleged civil rights violations, and liability of whatsoever kind and nature arising while in the course of employment and while acting within the scope of his or her authority. In addition, and not by way of limitation, the Employer shall, upon request, provide such Employees with legal representation with regard to matters which arise in the course of such Employee's duties and shall pay all damages, losses, expenses, costs and fees related to such legal claims and representation.

**25. WAGES**

PATROL OFFICERS (Retroactive to January 1, 2006)

4 Year Wage Schedule Applies to those Patrol Officers hired before January 1, 1985.

January 1, 2006 - 3.00%		
Start		40,567
1 year		45,151
2 years		49,742
3 years		54,910
4 years		60,079

January 1, 2007 - 3.00%		
Start		41,784
1 year		46,506
2 years		51,234
3 years		56,557
4 years		61,881

January 1, 2008 - 3.00%		
Start		43,038
1 year		47,901
2 years		52,771
3 years		58,254
4 years		63,737

January 1, 2009 - 3.00%		
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Start		44,329
1 year		49,338
2 years		54,354
3 years		60,002
4 years		65,649

January 1, 2010 - 2.75%		
Start		45,548
1 year		50,695
2 years		55,849
3 years		61,652
4 years		67,454

The fifth year wage schedule shall be applicable only to those Patrol Officers hired after January 1, 1985 (who are not eligible to receive longevity pay).

January 1, 2006 - 3.00%		
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5 years		60,682
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January 1, 2007 - 3.00%		
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5 years		62,502
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January 1, 2008 - 3.00%		
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5 years		64,377
---------	--	--------

January 1, 2009 - 3.00%		
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5 years		66,308
---------	--	--------

January 1, 2010 - 2.75%		
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5 years		68,131
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**POLICE SERVICE OFFICERS (Retroactive to January 1, 2006)**

2 Year Wage Schedule applies to those Patrol Officers hired before September 24, 2007.

4 Year Wage Schedule applies to new hires after September 24, 2007.

January 1, 2006			- 3.00%
Hired before 9/24/2007	Hired after 9/24/2007		
Start	Start		33,509
6 months	1 year		36,431
1 year	2 years		39,593
18 months	3 years		43,123
2 years	4 years		43,555

<b>January 1, 2007</b>		<b>- 3.00%</b>	
<b>Hired before 9/24/2007</b>	<b>Hired after 9/24/2007</b>		
<b>Start</b>	<b>Start</b>		<b>34,514</b>
<b>6 months</b>	<b>1 year</b>		<b>37,524</b>
<b>1 year</b>	<b>2 years</b>		<b>40,781</b>
<b>18 months</b>	<b>3 years</b>		<b>44,417</b>
<b>2 years</b>	<b>4 years</b>		<b>44,862</b>

<b>January 1, 2008</b>		<b>- 3.00%</b>	
<b>Hired before 9/24/2007</b>	<b>Hired after 9/24/2007</b>		
<b>Start</b>	<b>Start</b>		<b>35,549</b>
<b>6 months</b>	<b>1 year</b>		<b>38,650</b>
<b>1 year</b>	<b>2 years</b>		<b>42,004</b>
<b>18 months</b>	<b>3 years</b>		<b>45,750</b>
<b>2 years</b>	<b>4 years</b>		<b>46,208</b>

<b>January 1, 2009</b>		<b>- 3.00%</b>	
<b>Hired before 9/24/2007</b>	<b>Hired after 9/24/2007</b>		
<b>Start</b>	<b>Start</b>		<b>36,615</b>
<b>6 months</b>	<b>1 year</b>		<b>39,810</b>
<b>1 year</b>	<b>2 years</b>		<b>43,264</b>
<b>18 months</b>	<b>3 years</b>		<b>47,123</b>
<b>2 years</b>	<b>4 years</b>		<b>47,594</b>

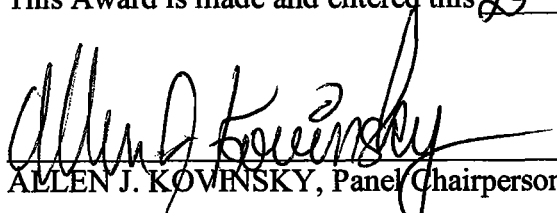
<b>January 1, 2010</b>		<b>- 2.75%</b>	
<b>Hired before 9/24/2007</b>	<b>Hired after 9/24/2007</b>		
<b>Start</b>	<b>Start</b>		<b>37,622</b>
<b>6 months</b>	<b>1 year</b>		<b>40,905</b>
<b>1 year</b>	<b>2 years</b>		<b>44,454</b>
<b>18 months</b>	<b>3 years</b>		<b>48,419</b>
<b>2 years</b>	<b>4 years</b>		<b>48,903</b>

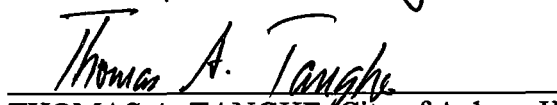
**RETROACTIVE WAGES**


Retroactive wages shall not be applicable to anyone no longer employed by the City as of September 24, 2007.

**III. ORDER**

This Award is made and entered this 25<sup>th</sup> day of October 2007, as set forth above.

  
ALLEN J. KOVINSKY, Panel Chairperson

  
THOMAS A. TANGHE, City of Auburn Hills  
Employer Representative

  
CHESTER KULESZA  
Union Representative

Auburn Hills/POLC Act 312 (2007)/Award

10/10/06  
①

Red=City of Auburn Hills

Blue= Union

Green=modified as of this date

October 6, 2006 – Received from Ofc. Walker this date

PATROL POLC CONTRACT PROPOSAL  
APPENDIX A  
WAGES AND BENEFITS

Section 21. Part Time Officers and Event Assignments

III. Miscellaneous.

(a) Part-time officers will be limited to performing work related to activities at the Palace of Auburn Hills, the Pontiac Silverdome, and educational institutions in the City, except by special agreement between the Association and the City.

(b) The schedule for Pistons games, to the degree possible, shall be posted thirty (30) days in advance. Full-time officers will have a fourteen (14) day first choice period followed by PSO's who shall have first choice of overtime for which they are qualified. Special events at the Palace of Auburn Hills, the Pontiac Silverdome, Great Lakes Crossing and educational institutions in the City, to the degree possible, shall be posted seven (7) days in advance. Full-time officers will have first choice followed by PSO's who shall have first choice of overtime for which they are qualified. Part-Time officers may be scheduled for events when an insufficient number of full-time officers and PSO's accept the overtime offered to them.

(c) Officers ordered to work events at the Palace, Silverdome, Great Lakes Crossing and educational institutions in the city will be ordered as follows: The officer having worked the fewest number of events for the calendar year, as of the previous pay period's records, shall be ordered first and the process shall continue in reverse order from the officer having worked the fewest number of events to the officer having worked the greatest number of events. However, no officer shall be ordered more than two times in a pay period. When an officer is ordered to work, the officer shall only receive credit for the event if they actually work the event. (For purposes of determining the number of events worked, credit is received for working an event whether the officer volunteers or is ordered.)

(d) Officers assigned to the afternoon shift that work one event per month will not be ordered to work Palace events unless an emergency exists.

(e) Any change to the posted Palace schedule will also follow the below listed procedures:

Posting of Palace events will include placing all the volunteers listed on the sign up sheet on the bottom of the event sheet. Employees desiring to be listed as a volunteer will place a "V" next to their name to be considered as a volunteer in the event they are not assigned to the event. The volunteers designated with a "V" adjacent to their name on the sign up sheet that were not assigned to the event will be listed on the bottom of the event sheet by the Palace supervisor in order, with the most eligible member listed as number 1, to the least most eligible member last.

- a. Eligible is defined as having the least amount of Palace events worked. If the events worked are equal, then by seniority, the highest seniority being eligible. Members who already have 4 events for that pay period are not eligible.
- b. **Changes:** Any person assigned to an event may request a change on the posted event schedule by making a request through their supervisor who will assign the next eligible volunteer to the event. **Once a volunteer is assigned the volunteer will be required to work the event if assigned.** Employees can request to be removed as a volunteer before they are assigned to the event by requesting removal by any supervisor. An employee will not be considered removed from the event until he/she has been removed by a supervisor and the supervisor initials next to the space where the volunteer's name has been removed. Changes in the posted schedules are to be made only with the approval of the Chief of Police or designee. It will be the posted officer's responsibility to find an eligible replacement prior to approval.



(f) Officers will not be ordered to work Palace/Silverdome events on an approved day off. \*

(g) Except with the permission of the Chief of Police or his/her designee, full-time officers are limited to working on overtime up to four (4) scheduled events per pay period at the Palace of Auburn Hills, the Pontiac Silverdome, Great Lakes Crossing and educational institutions in the city, or other scheduled overtime. This restriction excludes incidental overtime for court, training, holdovers, low staffing situations, or public safety emergencies.

(h) Employees who have received a disciplinary suspension for sick time abuse in the past six (6) months shall not be eligible for voluntary overtime under this section.

(i) Part-time officers will be assigned from a pool of fifteen (15) officers. For each additional full-time officer hired after January 1, 1992, the City may add one part-time officer to supplement the original pool of fifteen (15).

TENTATIVE AGREEMENT

T. Langhe  
For THE CITY: T. LANGHE

C. Kulesza  
For THE UNION: C. Kulesza

Date: 10/10/06

Date: 10-10-06

10/10/06

2

POLC Police Officer Contract Proposal  
August 7, 2006  
Red = City of Auburn Hills  
Blue= Union  
Green = 1<sup>st</sup> Revision

Section 5. Vacations.

(a) Employees shall qualify for vacation upon their anniversary date of employment in accordance with the following schedule:

1 year but less than 3 years	-	10 Days
3 years but less than 4 years	-	13 Days
4 " " 5 "	-	14 Days
5 " " 6 "	-	15 Days
6 " " 7 "	-	16 Days
7 " " 8 "	-	17 Days
8 " " 9 "	-	18 Days
9 " " 10 "	-	19 Days
10 " " 11 "	-	20 Days
11 " " 12 "	-	21 Days
12 " " 13 "	-	22 Days
13 " " 14 "	-	23 Days
14 " " 15 "	-	24 Days
15 years or more	-	25 Days

(b) Employees are encouraged to take their vacations, but 40 hours of an employee's vacation may be carried forward from one anniversary year into the next, but such "carry-forward bank" shall never exceed 40 hours.

(c) For purposes of scheduling, vacations will be taken in 40 hour blocks with the exception that an employee having five (5) or more years of completed service may take up to 96 hours in 8 hour blocks (i.e.: one day at a time), and employees having less than five (5) years of completed service may take up to 40 hours in 8 hour blocks. Any remaining hours of less than 40 may be taken in 8 hour blocks as scheduling permits ~~must be taken in a block.~~

(d) All annual vacation picks will be selected from an annual vacation pick sign up which will be posted for thirty days with the April shift pick. The department will make every effort to approve first pick vacations first and foremost, and then give priority to second pick vacations above all other contractual time. ~~Vacation requests shall be submitted in writing to the Chief of Police prior to April 30th of each calendar year.~~ All vacation requests after April 30 shall be granted on first request basis. All annual vacation picks will be selected from an annual "Vacation Pick Sign Up" form which shall be posted with the April shift pick. The form shall contain space for each member to choose one

OK  
Only the first pick  
"First Pick" priority vacation slot and a "Second Pick" vacation slot. Both picks will not be guaranteed. All requests, whether "First" or "Second" must be submitted on the proper form 30 days prior to the date of the first requested day. Failure to submit the request form by that date forfeits any right for any time period, regardless of sign up status.

The "Vacation Sign Up" form shall be posted for 30 days. The department will approve one (1) 40 80 hour block for each requesting individual who signed up during the shift pick period unless an emergency is declared by the Chief of Police.

~~A union member wishing to take a vacation greater than 96 hours can submit a request to the Chief of Police. The Chief of Police will consider current vacation requests and department commitments to determine approval and disapproval of vacation extensions. Additional vacation days may be used in eight (8) hour blocks (dependant on shifts selected) when staffing allows.~~

(e) ~~Employee's first and second vacation picks shall be a minimum of forty (40) hours and a maximum of ninety six (96) hours. On the first vacation pick all employees will be granted a vacation on the basis of seniority. Employees will then make a second vacation pick with each employee granted a vacation by seniority provided it does not interfere with any previously granted vacation.~~

(f) All vacations shall require prior approval and shall be at the discretion of the Chief of Police.

(g) Vacation time is earned in the proceeding year. Any employee who ends employment with the City for any reason shall receive compensation for any earned but unused vacation time.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. TANGHE

Date: 10/10/06

C. Kulesza  
FOR THE UNION: C. Kulesza

Date: 10-10-06

POLC Proposal

10/10/2006

Red = City of Auburn Hills

Blue = Union

Green = 1<sup>st</sup> revision

Purple = 2<sup>nd</sup> revision

Article VIII - Union Use of City Equipment ~~BULLETIN BOARD AND FILE CABINET and basic equipment~~

*Prepare for TA*

②  
③

A. The Employer shall assign a bulletin board which shall be used by the Union for posting notices bearing the written approval of the Union President, and which shall be restricted to:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections;
- (c) Notices of Union appointments and results of Union elections;
- (d) Notices of Union meetings;
- (e) Other notices of bona fide Union affairs which are not political or libelous in nature.

The Union will assume full responsibility for all material placed on the bulletin board.

B. The City shall provide the Union with space for a file cabinet which shall be provided by the Union and shall be the Union's property.

~~C. In lieu of a union office designated for the use of union business, The City will allow members of the union board or stewards to utilize the report writing or duty station computers to send e-mails to City Officials, their Union Business Agent, or other third parties as it applies to their union board responsibilities. Union Board Members and stewards will be allowed to utilize the above listed computers to generate and print correspondence. Union Board Members and Stewards will be allowed to use City phone and fax and the department copy machine. Union Board Members or Stewards will be allowed to send union E-mails for the purpose of reminding board members of meetings and obligations.~~

D. The City agrees to allow Union Board members and Shift Stewards to use Report Writing room or duty station computers to write and print grievances; compose grievance adjustments; type notes of meetings with management, emails to the Police Chief, the City Manager's Office and their Union Business Agent. Such agreement does not invalidate the City's rules governing city email and computer use. The Union acknowledges that use of the City email system does not indicate a right to privacy using the City computer systems.

E. Union Board members and Shift Stewards are also permitted to use the City's fax machines to send correspondence to the Union Business Office.

\\Ah-file2\groups\poadmin\Union Issues\Officers POLC\2006 Contract Proposals\Article VIII Bulletin Board.doc



POLC Proposal

10/10/2006

Red = City of Auburn Hills

Blue = Union

Green = 1<sup>st</sup> revision

Purple = 2<sup>nd</sup> revision

Union Board Members and Shift Stewards may use the City copiers for copies intended for the Union Business Office. Union Board Members and Shift Stewards may use the city phones, faxes and email to consult with the Labor Agent regarding grievances. The Union agrees that no email notifications to union members or copying of material intended for the union membership will occur on City copy machines. The Union will assume full responsibility for all material emailed, faxed or copied on the City equipment which is communicated or copied as union material.

TENTATIVE AGREEMENT

T. Tanghe  
For the City: T. TANGHE

Date: 10/10/06

C. Kulesza  
For the Union; C. Kulesza

Date: 10-10-06

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

The POLC and the City of Auburn Hills agree to modify the Collective Bargaining Agreement by replacing the current language of the agreement in Section 10 with the following language:

Section 10. Work Schedule:

- (a) Work schedules showing the employee's shifts, work days and hours shall be posted in the Department at all times.
- (b) The regular hours of work each day shall be consecutive except that they may be interrupted by a 30 minute lunch period and two 15 minute breaks.
- (c) Time Clocks: Police Officers and PSO's are not required to punch a time clock.
- (d) **Police Officers:** All Police Officers shall be assigned to a six work two consecutive rotating leave day schedule. Leave days shall rotate as follows:

<u>Week</u>	<u>Leave Groups</u>
#1	Monday/Tuesday
#2	Tuesday/Wednesday
#3	Wednesday/Thursday
#4	Thursday/Friday
#5	Friday/Saturday/Sunday
#6	Saturday/Sunday/Monday

Once an officer is assigned to a particular leave day group that officer may not be involuntarily bumped into another leave group except when the officer transfers from one shift to another. However, with the employers consent officers may voluntarily trade leave groups.


- (d) **Police Service Officers:** All Police Service Officers will select a rotating leave day group by pay period.
  - (1) A leave group will be posted for each shift, based on the number of eligible Police Service Officers to select their shift. Shift selection will be by seniority and once a PSO selects a particular shift and leave day group, that PSO may not be involuntarily bumped into another leave group except when the PSO transfers from one shift to another, subject to Section 23, III (b).

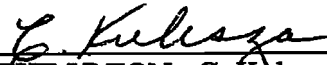
(2) With the employer's consent PSO's may voluntarily trade leave day groups. Leave day groups will remain the same for all other PSO's on the same shift.

(3) Leave days shall rotate as follows:

<u>Pay Period</u>	<u>Leave Groups</u>
#1	Monday/Tuesday
#2	Tuesday/Wednesday
#3	Wednesday/Thursday
#4	Thursday/Friday
#5	Friday/Saturday
#6	Saturday/Sunday
#7	Sunday/Monday

TENTATIVE AGREEMENT

  
\_\_\_\_\_  
FOR THE CITY: T. Tanghe  
Date: 10/10/06

  
\_\_\_\_\_  
FOR THE UNION: C. Kulesza  
Date: 10-10-06

46  
5

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

Status: TA Pending  
as of 9/19/06

ARTICLE I – RECOGNITION

B. Management Rights -- second paragraph to include as follows:

... cost consistent with fair labor standards *and this contract.*

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 10 / 10 / 06

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: 10 / 10 / 06

6

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

BALLISTIC VESTS

Ballistic vests shall be replaced in accordance with National Institute of Justice recommendations.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 8 / 21 / 06  
POLC/CITY OF AUBURN HILLS

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: Aug 21 / 2006

18  
7

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

In the current contract, remove the Master Officer program from the contract.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 8, 21, 06

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: 8, 21, 2006

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

TRADING WORK DAYS

Union members may trade leave days under the following guidelines:

- a. No sixteen (16) hours shifts
- b. No trade can create overtime
- c. Exchanged days must occur within the next payroll period

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 8 / 10 / 06

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: Aug 10 / 2006

10  
9

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

Section 17 of current contract.

Modify language as follows:

(For the section covering five days of leave)

“Immediate family” is defined as the employee’s wife, husband, children, step-children, brother, sister and parents.

(For the section covering three days of leave)

“Other family members” are defined as grandparents, grandparent-in-law, grandchildren, parents-in-law from the current spouse, and step-parents.

The Chief of Police or designee, under special circumstances determined solely by the Chief or designee, may grant up to five additional bereavement days to be taken from the employees sick time bank for loss of a spouse, children, or step-children. Any denial is not subject to the grievance procedure.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 8 / 10 / 06

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: Aug / 10 / 2006



POLC/CITY OF AUBURN HILLS  
Tentative Agreement

DETECTIVE AND SERGEANT'S PROMOTIONAL PROCESS

III. PROCEDURE

A.2. To qualify, candidates who participate in the promotional process to detective or sergeant must have, on the date of the occurrence of the written test, a total of five (5) years of service as a Police Officer with three (3) of those years in this department.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 8 / 10 / 06

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: Aug 10 / 2006

12  
11

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

Add the following language to the Life Insurance section of the contract.

Life Insurance Reduction Schedule

Employees who are in full time active status and who have attained the age of 65 shall have their life insurance benefit reduced by 35%. From and after age 65, employees who remain employed in full time active status shall receive another reduction of an additional 15% once they have attained the age of 70.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 5 14 106

DATE: 5 14 106

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

Section 6. Tuition

The City shall reimburse the cost of tuition at an accredited educational institution in accordance with the following:

- a) Classes taken on an individual basis separate and not part of a college degree program will be evaluated on their individual merit and approval/disapproval determinations made by the City Manager.
- b) Tuition reimbursement will not be made in advance. The employee will pay for the course and be reimbursed upon proof of completion of the course with a grade "C" or better, and the submission of a signed affidavit may be requested stating reimbursement has not been requested or received from another source.
- c) City reimbursement will be for tuition, mandatory fees (except for recreation fees) and required books. All books shall become the property of the Auburn Hills Police Department within ten days of completion of the course(s). Supplies and other expenses will be the employee's responsibility.
- d) Reimbursement will apply to active employees only and will require prior approval from the Supervisor, Department Head and City Manager. Reimbursement will be limited to \$3,000 per person per calendar year for undergraduate tuition and \$2,000 per person per calendar year for post-baccalaureate education. Payment for tuition reimbursement shall not be included as part of the final average compensation calculations for pension.
- e) Coursework and/or degree programs must be directly related to and those required for the employee's current position or one that exists within the City organization. However, if coursework is not related to a current position but is part of the degree related program, then coursework would be accepted.

Disputes arising out of the accreditation of coursework and /or degree programs will be determined by an opinion from the Registrar's Office of Oakland University. Accreditation must meet or exceed the level of accreditation of Oakland University. Such determination is not subject to the grievance procedure.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9/19/06

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9/19/06

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

In Section 6. Longevity Pay, remove the Police Service Officer column for those PSO's hired prior to January 1, 1985 since none exist.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 5 / 4 / 06

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 5 / 4 / 06

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

Change Appendix A, Section 4. Holidays.

(c) Employees who work their regularly scheduled eight (8) hours shift on a holiday will be paid at the rate of time and one half.

(d) Employees who are assigned to positions working a Monday through Friday, dayshift assignment, examples being: School Liaison Officer, Court Officer, Crime Prevention Officer, and any task force or special assignment officers including ~~Directed Patrol and Retail District officers~~, shall take a paid day off on any City holiday defined as a day when City Hall is closed. Officers in those positions may be directed to work by order of the Chief of Police or her/his designee and in that case, shall be subject to Section 4(c) of this Agreement covering compensation for work hours on a holiday. *OK*

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9, 19, 06

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9, 19, 06

15

CITY POLC OFFICERS PROPOSAL  
October 30, 2006  
Red=City of Auburn Hills

Article XVI - PERFORMANCE EVALUATION RATINGS

Each employee shall be rated by his or her immediate Supervisor.

Upon completion of the rating, employees will be personally informed of their respective evaluations by the immediate Supervisor who prepared the evaluation. The original copy shall be placed in the employee's personnel file.

The evaluation document content and methods shall be modeled after an evaluation from Chatham, Georgia with modifications as determined necessary by a committee of Department stakeholders including both union members and management. The committee shall include a member from each functional area of the Department: Chief's Office, lieutenant, sergeant, detective, 2 police officers appointed by the bargaining unit and a Police Service Officer also appointed by the bargaining unit.

The Evaluation Committee shall present a completed evaluation document to be used to evaluate employees by the end of one year following the signing of this Collective Bargaining Agreement or from any arbitration decision.

Any employee who wishes to review his/her performance evaluation with the Chief of Police must make a written request to the Chief of Police within two weeks of receiving his/her copy of the evaluation and must identify each area he wishes to review and cite a brief basis for reviewing that area. The matter will be discussed with the Chief of Police as expeditiously as circumstances permit. Upon request, the employee may have a Union representative at the meeting with the Chief of Police.

Performance evaluations shall be removed from the personnel file after a two year period.

It is specifically agreed that no aspect of this Article shall be subject to the grievance procedure.

*Performance evaluations shall not be used for discipline. \* OK*  
~~This Article shall remain in effect for the duration of the Agreement at which time it shall automatically terminate.~~

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

C. Kulesza  
FOR THE UNION: C. Kulesza

DATE: 11 / 2 / 06

DATE: 11 / 2 / 06

Red=Union  
Blue=City

~~No rules, regulations, orders, or city ordinances shall be recognized or created that restricts or prevents a union members' right to work secondary employment while suspended by the city.~~

~~NO UNION MEMBER WILL BE DENIED THE RIGHT UNDER SECONDARY EMPLOYMENT TO PRACTICE LAW AS A LICENSED ATTORNEY WITH THE EXCEPTION OF REPRESENTING MATTERS AT THE 52<sup>ND</sup> DISTRICT COURT, CRIMINAL MATTERS AT THE 6<sup>TH</sup> CIRCUIT COURT, OR IN CASES THAT INVOLVE THE CITY OF AUBURN HILLS WHILE EMPLOYED AS A POLICE OFFICER WITH THE CITY OF AUBURN HILLS.~~

The City agrees to allow employees who are suspended without pay from duty for more than 30 days to engage in "Regular Off-Duty Employment" as defined in the Department's General Order #37. Any secondary employment shall otherwise be in compliance with General Order #37 and the City's Secondary Employment Policy, #30-15.

TENTATIVE AGREEMENT

T. Tanghe  
For the City: T. TANGHE  
Today's Date: 11/2/06

C. Kulesza  
For the Union: C. Kulesza  
Today's Date: 11-2-06

Section 9. Overtime.

(a) Employees shall be eligible to receive one and one-half times their regular hourly rate in the following circumstances:

(1) Time worked in excess of eight (8) hours in any one day unless normally scheduled to work additional hours to make up the normal 6/2 work schedule.

(2) When members are scheduled for training upon mutual agreement between the employer and employee(s).

(3) Employees called in for overtime will receive a minimum of two (2) hours at the time and one-half rate, provided however that employees who have arrived on the premises and are asked to start work early, or are already on the job and asked to stay over, shall receive pay at the time and one-half rate, but the two (2) hour minimum shall not apply.

(b) Holiday Overtime.

The City will pay double time to employees for all hours in excess of eight.

(c) Comp-Time Bank:

1. At the employees option, up to eighty (80) overtime hours per contract year may be credited to an overtime bank. Upon working the overtime the employees shall elect at that time to receive compensation or to apply the overtime hours to the Comp-Time Bank. Overtime hours not banked shall be paid in compensation. No more than eighty (80) comp-time hours per contract year may be banked or used.

2. Comp-time banks shall be paid off at the end of each calendar year, based upon hours accumulated in that year, and at the rate applicable when earned. Paychecks shall be issued the first pay day in January. The new year shall start a new bank.

3. Comp-time shall be in full hours only, partial hour requests will not be approved.

4. Employees may elect to take comp-time pay only in January of each year. Comp-time will be paid at the rate earned.



(d) **PATROL OFFICER OVERTIME**

1. The Department shall create an **Overtime Log** defined as a log of all volunteer and ordered overtime worked. The Log shall be maintained in Watch Command. For purposes of the Log, **ordered** overtime will be defined as a compulsory work assignment with a duration of one hour or more **specifically directed by a supervisor to fill a shift vacancy**, where a bargaining unit member is compelled to start work prior to their assigned shift or compelled to work after their assigned shift, not including any special events. The purpose of the Overtime Log is to determine who shall be ordered when there is no volunteer.
  - i. When an employee works **ordered** overtime, or volunteers for overtime when a holdover is necessary, the employee shall enter the number of hours worked whether volunteer or ordered, on the Overtime Log, add up to a total number, and present it to a shift supervisor for their initial. **Overtime not so initialed will not count toward the employees' overtime total.**
2. **Short Notice Overtime** defined as any overtime forecast on less than 48 hours notice.
  - i. Officers on regularly scheduled leave days shall be eligible to volunteer or sign up for Short Notice Overtime when time permits.
  - ii. Offered by seniority to all personnel on the assigned shift who are scheduled to work on the date the overtime is or will occur.
  - iii. If a person volunteers for this overtime the number of hours will be logged in the Overtime Log by the employee.
  - iv. If there is no volunteer, the supervisor shall order persons working the shift where the vacancy is occurring, in reverse seniority, with the least number of hours in the Overtime Log being ordered first.
3. **Posted Overtime** is defined as overtime that the Department has posted for patrol or staff assignment where the Department has forecast a need for personnel with **more than 48 hours notice**. The Department will fill that need by posting a sign up roster prior to the date personnel are needed.
  - i. Overtime shall be posted in advance whenever possible.
  - ii. Posted overtime shall remain posted until 48 hours before the start of the overtime shift.
  - iii. When overtime is posted in blocks of 8 hours, volunteers for the entire 8 hour block shall have priority for assignment, by seniority, over volunteers who sign up for 4 hour blocks only.
  - iv. If there is no volunteer, orders will be assigned in reverse seniority with the lowest seniority officer being assigned the order first.

- v. Officers assigned to a shift between the regular shift picks will be credited with the average number of ordered hours of officers on that shift as of the date of the shift change.
  - vi. No officer can be ordered more than twice consecutively in any given week, Sunday to Sunday except in case of an emergency. The next most senior eligible officer will be ordered instead.
4. Overtime for which there is no eligible volunteer will be first offered to the officer on the shift with the **least number of hours of overtime orders worked** according to the Overtime Log. The employee on the shift with the fewest number of hours worked will be the first person ordered unless that person is on leave days or approved time off. The exception will be emergencies and times when the person with the least number of hours cannot be contacted.

**(e) PSO OVERTIME**

1. **Posted overtime** is defined as overtime that the Department has posted for Communications where the Department has forecast a need for personnel. The Department will fill that need by posting a sign up roster prior to the date personnel are needed.
  - i. Overtime shall be posted in advance whenever possible.
  - ii. Posted overtime shall remain posted until 48 hours before the start of the overtime shift.
  - iii. When overtime is posted in blocks of 8 hours, volunteers for 4 hour blocks shall have priority for assignment when each of the 2 volunteers has less hours of overtime than any 8 hour volunteer.
2. A log of all overtime in Communications worked, both volunteer and ordered, shall be kept in the PSO Schedule Book, kept in the Communications Supervisor's office. For purposes of the log, **ordered** overtime will be defined as a compulsory work assignment specifically directed by a supervisor, where a bargaining unit member is compelled to start work prior to their assigned shift or compelled to work after their assigned shift, or without the ability to refuse the work not including any special events. The purpose of the log is to determine who shall be ordered when there is no volunteer.
3. All overtime for which there is no eligible volunteer will first be offered to the employee with the least amount of overtime worked according to the overtime log. The employee with the least hours worked will be the first person ordered, regardless if the overtime occurs on their scheduled leave days. The exceptions will be emergencies and times when the person with the least amount of hours worked cannot be contacted or has already worked 12 consecutive hours.
4. Short Notice Overtime defined as any overtime forecast on less than 48 hours notice.

11/21/2006

- i. Offered to the employee with the least amount of overtime worked on the assigned shift or who are working consecutively to the shift on the date the overtime will occur.
- ii. If a person volunteers for this overtime the number of hours will be logged in the Overtime Log.
- iii. If there is no volunteer, the supervisor shall order persons with the least number of hours in the Overtime Log.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 11 / 21 / 06

DATE: 11 / 21 / 06

TA

Article VII - DISCIPLINE AND DISCHARGE

The City has the right to discipline and discharge employees for just cause. In any case where employee disciplinary action is necessary, the following disciplinary options are available to the Department.

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Discharge

Section 1. Appeals Process - All cases of discipline may be processed as a grievance, beginning with Step 1 of the grievance procedure.

Section 2. The Employer agrees that upon imposing discipline ~~B-D~~<sup>A-D</sup>, the Union shall be notified in writing of the action taken only upon request of the employee. The Employee shall be given a copy of any written disciplinary action.

Section 3. Investigation interview. Whenever a member is under investigation and subjected to interview by his/her Supervisor and/or Chief of Police which could lead to disciplinary action, discharge, or criminal action or charges, such investigation interview shall be conducted under the following conditions:

- (a) The employee shall be informed that he has the right to Union representation during such interview, provided however, that the interview shall not be unreasonably delayed.
- (b) A member charged in a Departmental, administrative investigation may have a copy of his/her own audio recorded interview made by Department authorities.

Section 4. In the event disciplinary action B-D is imposed, the employee shall be entitled to Union representation. The employee shall be informed of his/her right to Union representation prior to the time such disciplinary action is imposed.

Section 5. If any employee is ordered to make an oral or written statement regarding the employee's alleged criminal conduct, he shall comply subject to the receipt of Miranda or Garrity warnings ~~or both~~ and shall be given a reasonable time to act in accordance with such rights. After an employee is ordered to make a written statement in response to such alleged criminal misconduct on his/her part, he shall have the opportunity to confer with his/her Union representative prior to complying with the order.

Section 6. Any claim for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages that the employee would have earned.

POLC BARGAINING PROPOSAL  
Revised 1/3/2007

Section 7. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

Section 8. Oral reprimands <sup>with letters of counseling</sup> to be removed one year from the date of the discipline, <sup>issuance</sup> written reprimands shall be removed two years following the date of the discipline, suspensions removed four years from the date of the discipline with the exception of any suspension of more than 30 days in which case the suspension shall remain in the personnel file indefinitely.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. TANGHE

DATE: 1/9/07

Chet Kulesza  
FOR THE UNION: C. KULESZA

DATE: 1-9-07

POLC Bargaining  
New Language  
12/22/06

19

1A

NEW LANGUAGE

Personnel Records

Contents of an officer's departmental file and official personnel file in the Personnel Office be treated with confidentiality to the extent permitted by law. All officers' files shall be kept in accordance with The Employees' Right to Know Act, MCL 423.501(ff).

During regular City Management Office hours and within 72 hours of his request, an officer shall have the right to review his/her personnel file. An officer may review his/her personnel file during his/her regular duty hours without loss of pay, but not more than two times per calendar year.

TENTATIVE AGREEMENT

T. Tanshe  
FOR THE CITY: T. TANSHE

DATE: 1/9/07

Chet Kulesza  
FOR THE UNION: C. KULESZA

DATE: 1-9-07

Union Representation

Article V, § 2, Revised to state as follows:

Three (3) members of the Union Committee shall participate in collective bargaining negotiations with the City during times mutually agreeable to the parties. No more than two (2) members of the Committee shall be from one shift. The City shall pay up to two (2) members of the Committee for actual working time lost during the negotiations. Should only one member of the Committee be regularly scheduled to work during the time set for the negotiations, a second member of the Committee shall be reassigned to the shift during which the negotiations are occurring for the day of the negotiations.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9 124 07

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9 24 07

POLC/CITY OF AUBURN HILLS  
Tentative Agreement

Modify current prescription drug plans to provide as follows:

The employer shall provide a prescription drug plan with a three-tier co-pay system of \$7/\$15/\$30 with a mail-in program of two times the applicable co-pay and mandatory generic enforcement. The prescription drug plan shall be managed by a plan manager and the employees shall be subject to the provisions of that plan, including changes from time to time in the drug formulary which may change the co-pay category in which drugs are placed. *HMO participants shall retain SMO card until 7/1/08 at which time it will convert to 7/15/30 with all above provisions. PPO members shall convert as soon as possible upon receipt of award.*  
Modify current PPO coverage office visit as follows:

Effective January 1, 2009, the office visit co-pay in the PPO plan is \$20.

The two items above effective as soon as possible upon receipt of award.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9/24/07

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9/24/07



## WAGE PROPOSAL

PATROL OFFICERS (Retroactive to January 1, 2006)

4 Year Wage Schedule Applies to those Patrol Officers hired before January 1, 1985

January 1, 2006		- 3%
Start		40,567
1 year		45,151
2 years		49,742
3 years		54,910
4 years		60,079

January 1, 2007		- 3%
Start		41,784
1 year		46,506
2 years		51,234
3 years		56,557
4 years		61,881

January 1, 2008		- 3.00%
Start		43,038
1 year		47,901
2 years		52,771
3 years		58,254
4 years		63,737

January 1, 2009		- 3.00%
Start		44,329
1 year		49,338
2 years		54,354
3 years		60,002
4 years		65,649

January 1, 2010		- 2.75%
Start		45,548
1 year		50,695
2 years		55,849
3 years		61,652
4 years		67,454

The fifth year wage schedule shall be applicable only to those Patrol Officers hired after January 1, 1985 (who are not eligible to receive longevity pay).

January 1, 2006	- 3%
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5 years	60,682
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January 1, 2007	- 3%
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5 years	62,502
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January 1, 2008	- 3.00%
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5 years	64,377
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January 1, 2009	- 3.00%
-----------------	---------

5 years	66,308
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January 1, 2010	- 2.75%
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5 years	68,131
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POLICE SERVICE OFFICERS (Retroactive to January 1, 2006)

New hires after September 24, 2007

New wage scale with an accelerated start rate and fifth year wage scale eliminated.

January 1, 2006	- 3.00%
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Start	33,509
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1 year	36,431
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2 years	39,593
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3 years	43,123
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4 years	43,555
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January 1, 2007	- 3.00%
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Start	34,514
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1 year	37,524
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2 years	40,781
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3 years	44,417
---------	--------

4 years	44,862
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January 1, 2008	- 3.00%
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Start	35,549
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1 year	38,650
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2 years	42,004
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3 years	45,750
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4 years	46,208
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January 1, 2009		- 3.00%
Start		36,615
1 year		39,810
2 years		43,264
3 years		47,123
4 years		47,594

January 1, 2010		- 2.75%
Start		37,622
1 year		40,905
2 years		44,454
3 years		48,419
4 years		48,903

TENTATIVE AGREEMENT

For the Union:

Eht Kulesza

Today's Date: Sept 24, 2007

For the City:

i. Tangu

Today's Date: 9/24/07

Retroactive wages shall not be applicable to anyone no longer employed by the City as of this date.

Initials: Union EK City IT

The right to arbitrate shall be granted to the Union utilizing the language of the contract expired December 31, 2005.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9 24 107

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9 24 107

INDEMNIFICATION

The Employer shall indemnify and save all Employees harmless from any and all claims, suits or alleged civil rights violations, and liability of whatsoever kind and nature arising while in the course of employment and while acting within the scope of his or her authority. In addition, and not by way of limitation, the Employer shall, upon request, provide such Employees with legal representation with regard to matters which arise in the course of such Employee's duties and shall pay all damages, losses, expenses, costs and fees related to such legal claims and representation.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9 / 24 / 07

Chit Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9 / 24 / 07

The Rometti Grievance will be settled as follows.

The City will pay the employee back-wages at the wage rate at the time of the suspension equal to ½ of the amount of the suspension, or 1.5 days; and the record shall reflect a 1.5 day suspension.

TENTATIVE AGREEMENT

T. Tanghe  
FOR THE CITY: T. Tanghe

DATE: 9, 24, 07

Chet Kulesza  
FOR THE UNION: C. Kulesza

DATE: 9, 24, 07