

AGREEMENT

BETWEEN

THE CITY OF ROYAL OAK

AND

THE ROYAL OAK POLICE

COMMAND OFFICERS ASSOCIATION

July 1, 2013 – June 30, 2016

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AGREEMENT

THIS AGREEMENT, entered into this 19th day of May, 2014, between the CITY OF ROYAL OAK, MICHIGAN (hereinafter referred to as the "Employer"), and the POLICE COMMAND OFFICERS' LABOR COUNCIL representing the ROYAL OAK POLICE COMMAND 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 representative(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, the State of Michigan, employees of the City of Royal Oak have the right to 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 PRACTICE

4.1 No employee shall be favored or discriminated against, either by the Association or the Employer because he/she maintains or terminates membership in the Association, bargains for the Association, files a grievance, participates in a picket line or similar demonstration, or makes statements to the press, the public or any appointed or elected official on any matter not involving a current department investigation, provided that the employee is off-duty and not in uniform.

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, 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, color, national origin, age, sex, marital status, number of dependents, or political affiliations.

4.5 It is understood that the services performed by the City employees are essential to the public health, safety and welfare of the community. The Association, therefore, agrees that during the term of the Agreement, the Association will not engage in a strike, work stoppage, slow down, or other interference 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 Police Officers' Labor Council as the sole and exclusive collective bargaining unit in respect to the wages, hours and conditions of employment and, for the term of this Agreement, the employees included in this bargaining unit shall be as follows:

Sergeant Ranks

Lieutenant Ranks

5.2 Assistant Police Chief, Commander and Deputy Chief of Police Positions

- (a.) The positions of Assistant Police Chief, Commander and Deputy Chief of Police will be permanently removed from the Royal Oak Police Command Officers Association.
- (b.) The Assistant Police Chief, Commander and Deputy Chief of Police positions will be appointive positions. The Chief of Police will be the appointing authority.
- (c.) The City of Royal Oak agrees any appointment to the Assistant Police Chief, Commander or Deputy Chief of Police positions will be restricted to sworn officers of the Royal Oak Police Department holding the permanent rank of Sergeant or the rank of Lieutenant.
- (d.) The benefit levels for these positions will be that granted deputy department heads. Minimum pension and fringe benefits will be equal to those accorded the members of the Royal Oak Police Command Officers Association.
- (e.) If, for any reason other than dismissal with just cause from the police department, an officer is relieved from his or her appointment as an Assistant Police Chief, Commander, or Deputy Chief of Police, or requests reassignment from these positions, he/she shall be reinstated to the rank held immediately prior to appointment as Assistant Police Chief, Commander or Deputy Chief of Police within the police department. No other member of the Royal Oak Police Command Officers Association, whether permanent or probationary,

shall be reduced in rank by such an act of reinstatement of an Assistant Police Chief, Commander, or Deputy Chief of Police to a previously held rank.

- (f.) All seniority accrued as an Assistant Police Chief, Commander or Deputy Chief of Police, by an officer being reinstated to his/or her previously held rank of Lt. or Sergeant, shall be credited to him/or her as though served continually in the previously held rank. His or her date of seniority shall be that of his or her original promotion to the rank of Lieutenant or Sergeant.

Section 6.0 - MANAGEMENT RIGHTS

6.1 The City hereby retains and reserves to itself, without limitations, 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;
- (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 without prior consultation with 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 appropriation, and the efficient performance of executive responsibilities defined by the Charter.

6.3.2 The Charter responsibility of the Mayor and 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 responsibility of the City in determining the function and organization of the respective departments and divisions.

6.3.5 The responsibility of Department Heads governed by Charter provision, 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 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 for any employee 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 Command 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.

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/her 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, or rehired, reinstated or transferred into the Police Department after June 1, 1983, shall be required as a condition of employment, to either become members of the Association or pay the 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 or she 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 Association 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 Association official.

Section 9.0 - REPRESENTATION

9.1 The Association shall be represented in all negotiations by a Committee of the Association and the Police Officers' Labor Council. The Committee shall be composed of the President, Vice President, Secretary, Treasurer and Sergeant at Arms of the Association, and a representative of the Police Officers' Labor Council.

9.2 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 provide notices of any changes.

9.3 The President of the Association shall receive eight (8) hours per pay day at straight time while in attendance at conferences, training sessions or the like, provided such conferences or training sessions are agreed upon in advance of registration by the ROPCOA and the City.

9.3.1 Members of the Executive Committee of the Association shall receive forty (40) hours at straight pay while in attendance at conferences, training sessions or contract administration provided such sessions are agreed upon in advance by the ROPCOA and the City.

9.3.2 The Association shall provide a list of delegates to the City. Any time granted by this provision not used within the fiscal year shall not be carried over into another fiscal year. Use of this time shall not incur overtime, and all necessary shift staffing requirements shall be maintained.

9.3.3 In addition, the President of the Association, or in his or her absence a designated officer of the Association, shall be eligible for overtime as specified under Section 16.0 of this Agreement if he or she is called back to duty by the Chief or his or her designated representative for the purpose of general discussion or grievance processing. Provided further, in no event shall a member of the ROPCOA negotiating team be entitled to overtime for negotiating sessions.

Section 10.0 - GRIEVANCE PROCEDURE - DEFINITION

10.1 A grievance shall mean a complaint by the Association and/or an employee or group of employees, based upon an event, condition or circumstances under which an employee works which is allegedly caused by violation or misinterpretation of any of the provisions of this Agreement, including discipline to seniority employees, up to and including discharge.

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 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 Grievance Procedure without fear of reprisal or without prejudice in any manner to his or her employment status.

10.5 **Presentation of Grievance:** An employee having a grievance may present the grievance as follows:

10.5.1 Step 1: An employee having a grievance shall first take up the matter with his/her immediate supervisor, with or without the employee's Association representative present, at the employee's option. If the grievance is not settled to the satisfaction of all concerned, the grievance shall be submitted in writing to the Bureau Commander with or without the employee's Association representative present, at the employee's option. Grievances resolved at this step shall not be construed to establish past practice. The Bureau Commander shall furnish the Association representative with a written reply to the dispute within seventy-two (72) hours (excluding Saturdays, Sundays, and holidays). Any grievance not taken up with the immediate supervisor within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the grievance shall not be entitled to consideration.

10.5.2 Step 2: If the grievance is not resolved in Step 1, it may be reduced to writing and submitted to the Chief of Police within seventy-two (72) hours, after receipt of a written notification that the grievance is not resolved (excluding Saturdays, Sundays and holidays), from the Bureau Commander. 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 may submit the matter to the City Manager within seventy-two (72) hours following receipt of the Police Chief's written disposition of the grievance (excluding Saturday's, Sundays and holidays). The City Manager shall, upon receipt of the grievance, make written disposition of same within five (5) days, excluding Saturdays, Sundays and holidays.

10.5.4 Step 4: In the event the grievance is not settled in Step 3, the Association, through its President, Vice President or Secretary, 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 3, 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 grieved 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 the Agreement and shall only concern himself/herself with the interpretation and application of the terms of this Agreement.
- (d) The expense of such impartial arbitrator shall be shared equally by the City and the Association.

10.6 Any grievance 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 grievances against the Association.

10.7 All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relations rules of the American Arbitration Association. All disciplinary grievances shall be a private matter between the parties and their agents and representatives and shall not be open to the general public. It is the intent of the parties that the arbitration be conducted as expeditiously as possible, with the hope of concluding any grievance within sixty (60) days from the demand for arbitration to the final decision of the arbitrator. Each party may bring whatever witnesses or representative they deem appropriate to the hearing. The arbitrator shall hear the evidence on the case submitted. It is agreed that the decision of the arbitrator, upon question permitted by this agreement, shall be final and binding upon both parties.

10.8 An employee shall have the right to appeal any disciplinary action taken by the Department by proceeding either in accordance with the Civil Service Ordinance, or the aforementioned Grievance Arbitration Appeal Procedure, but not both. In the event the employee decides to follow the grievance procedure, it shall be processed by initiation at Step 3, and shall, if not settled in Step 3 be subject to arbitration in Step 4 in the same manner as any other grievance. An employee decision to appeal disciplinary action pursuant to the contractual grievance procedure shall be made in lieu of his/her appeal rights under the Civil Service Ordinance. Notice of the option chosen for appealing disciplinary action shall be given in conjunction with the required Notice of Appeal (set forth below) which must be presented in writing to the City Manager of the City within seventy-two (72) hours (Saturdays, Sundays and Holidays excluded) of the imposition of the discipline complained of.

NOTICE OF APPEAL - OPTION AND WAIVER FORM

I, (Employees name), hereby give notice that I am appealing the imposition of the (degree of action) disciplinary action taken against me on or about (date) by following the procedures of: (check one)

- Grievance provisions of the Royal Oak/Royal Oak Police Command Officers Association Collective Bargaining Agreement, or,
- Ordinance No. 314 of the Royal Oak Civil Service Ordinance. (If this box is checked, request for hearing must be simultaneously made to the Royal Oak Police Department Civil Service Commission).

BY CHOOSING THE ABOVE INDICATED OPTION, I HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVE AND RELINQUISH WHATEVER RIGHTS I MAY POSSESS UNDER: (check one)

- Grievance procedure as provided in the Royal Oak Police Command Officers Association Collective Bargaining Agreement, or,
- Ordinance 314 of the Royal Oak Civil Service Ordinance.

Received by: _____
EMPLOYEE'S NAME

Dated: _____

ADDRESS

WITNESSED BY:

_____ for Royal Oak Police Command Officers Assoc.

Dated: _____

10.9 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.

10.10 The Association shall furnish the City Personnel office with a list of Association representatives within seventy-two (72) hours of any changes. Employees not included on such lists or any interim lists submitted, will not be recognized as representatives of the Association.

Section 11.0 - SENIORITY - GENERAL

11.1 Newly promoted employees shall be on probation for a period of six (6) months. During such probationary period, the probationer shall have no rank seniority and may be returned to his or her former position by the City without recourse to the Grievance Procedure. Upon completion of his or her probationary period, the employee shall have seniority as of his or her date of promotion.

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 July 1 of each year during which the Agreement is in effect. The seniority list shall show the names, job titles, and the seniority date 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.

11.5.1 The City will hold competitive examinations for the ranks of Sergeant, and Lieutenant.

11.5.2 The City shall establish an eligibility date for any posted promotional exam and specify this date on the notice of exam. The City shall provide a minimum thirty (30) day notification period prior to the exam date. This thirty (30) day minimum may be waived by mutual agreement if all eligible candidates have been notified.

11.5.3 The City will make available to all qualified personnel a bibliography of the test to be given upon request.

11.6 An employee who may be promoted from a position in the bargaining unit to another police position with the City and who thereafter is returned to the bargaining unit shall be returned to the bargaining unit without loss of seniority.

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 or her seniority for the following reasons:

13.1.1 He or she resigns or terminates his or her City employment.

13.1.2 He or she is discharged, and the discharge is not reversed by an arbitrator or a Court of competent jurisdiction.

13.1.3 He or she is absent three (3) consecutive working days without notifying the Employer unless there is a justifiable reason for failure to notify.

13.1.4 He or she 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

13.1.7 When an employee has been laid off for a period of five years.

Section 14.0 - LAYOFF AND MANNING

14.1 There shall be no layoffs or reduction in rank of current members during the life of this contract. Current members shall be defined as those filling positions covered by this contract on the date of signing. Other layoff provisions of this contract shall apply to persons promoted or hired into this unit after the date of signing.

14.1.1 The Employer may, for reasons of economy, for more efficient administration or for lack of sufficient appropriation of funds, abolish positions of this section only, the term "demote" shall refer to reduction in rank as a result of layoff. Employees demoted pursuant to the provisions of this section shall not be entitled to grieve over said demotion. The following procedure shall be followed and applies only to positions within the police department:

14.1.2 Employees in the affected job classification shall be demoted in order of their job classification seniority, the person with the least classification seniority being demoted first, and the person with the greatest classification seniority being demoted last. Provided, that any employee who is demoted or who occupies an abolished position and who has longer police department seniority than another employee has in a lesser classification (paywise) and is capable of functioning efficiently in the lesser classification shall be entitled to the position in the lesser

classification held by such other employee. Police department seniority shall be followed in allowing the employees involved to exercise the seniority privileges detailed herein, and the employee shall make an immediate selection. Any employee exercising such privileges shall be credited in his/her new job classification with his/her total police department seniority. In every instance in which an employee loses his/her job classification either by demotion or position abolishment, he/she shall retain his/her right to occupy such job classification in case it later should become available, and he/she shall also retain his/her seniority in such job classification. If such employee is recalled to the job classification from which he/she was released either through demotion or position abolishment, he/she shall then return to such job classification or forfeit his/her seniority therein and his/her right to return to such job classification.

14.1.3 Where two or more persons have the same date of rank, relative seniority shall be determined in favor of the person having the highest civil service eligibility position at the time of their promotion.

14.1.4 It is hereby agreed and understood that any "bumping" which may occur shall be confined entirely within the bargaining unit, and there shall be no "bumping" allowed from outside the bargaining unit to positions within the unit or from positions within the unit to positions outside the unit, except as provided in Section 11.6.

14.1.5 In the event that an employee is subject to lay off as a result of demotion or position abolishment, his/her name shall be placed upon the re-employment list and he/she shall be eligible for future re-employment. The name of such person shall remain on the re-employment list until such time that he/she is either re-employed in the former classification, makes written request for removal of his/her name from the list, refuses an appointment to a position in the job classification formerly held by such person, or is laid off for a period of sixty (60) consecutive months or more. The Employer shall give the Union and the affected employees at least thirty (30) days written notice of any proposed layoffs. Such notice shall identify the reason(s) necessitating the layoffs as referred to in 14.1.1 above.

14.2 The Employer shall provide unemployment compensation in accordance with the applicable statutes of the State of Michigan.

14.3 When the working force is increased after a layoff, employees will be reinstated at their previous classifications on the basis of their seniority in the appropriate classifications. Notice of recall shall be sent to the employee at his/her last known address by registered mail or certified mail. If the employee fails to report for work within thirty (30) days from the date of mailing of notice of recall, he/she shall be considered a "quit".

14.4 Employees shall be classified in accordance with the Position Classification Plan of the Civil Service Board.

14.5 Laid-off employees recalled to work may be required prior to re-employment to submit to a physical examination in order to assure that they have not incurred any new injury during the period of layoff preventing suitable job performance.

14.6 Employees on layoff shall continue to accrue seniority and service credit time toward earning vacation, longevity pay, or step increment increases during the first twelve months of layoff. After

twelve (12) months of layoff, said laid off employees shall not earn any service credit time toward gaining the aforesaid benefits, provided however, that laid off employees shall not earn actual vacation time, sick leave, holiday/ personal days during the layoff period.

14.7 An employee on layoff may continue his/her health, medical, dental, life and optical insurance at his/her own expense under the group program for a period of eighteen (18) months or longer, consistent with COBRA regulations. Payment must be made each month in advance with the understanding that there will be no reimbursement. To the extent practicable, not inconsistent with Federal Law and insurance regulations, the employer will afford laid off employees the option to continue insurance benefits at group conversion rates after the expiration of COBRA eligibility.

14.8 Any laid-off or retired employee who receives a Court or Departmental Order to appear in court to give testimony in a matter in which he/she was involved while actively employed by the City of Royal Oak shall be compensated pursuant to Section 17 of the collective bargaining agreement.

Section 15.0 - WORK SCHEDULE

15.1 The basic work week shall consist of forty (40) hours worked on consecutive days. The work day shall consist of an eight (8) hour tour of duty, with not more than thirty (30) minutes off duty for lunch. The first twenty (20) minutes of the lunch period shall be with pay, and the final ten (10) minutes shall be taken for working the first ten (10) minutes prior to the start of the regular tour of duty.

15.2 The determination of starting times and working 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.

15.3 For the purposes of the Agreement, the work week shall begin at 12:01 A.M. Sunday.

Section 16.0 - OVERTIME

16.1 Personnel who are required to work more than a regular tour of duty in any one day or leave days exclusive of the first ten (10) minutes worked prior to the start of the 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.

16.2 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.

16.3 Employees required to work leave days shall be paid for such overtime 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 at straight time less authorized time off with pay during the week.

16.4 All overtime shall be distributed as equitably as possible in accordance with the existing departmental policy among those employees who are normally assigned to the functions which are being performed on overtime.

16.5 All overtime will be computed to the nearest one-quarter (1/4) hour.

16.6 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 the police department to properly discharge its responsibility to the public and carry out its police functions in an adequate manner. If any 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.

16.7 Employees shall have the option of taking compensatory time off in lieu of receiving payment for overtime or other types of compensation in accordance with the following understanding:

16.7.1 In order to exercise this option, employees may provide written notice of change from one to the other concurrent with City payroll periods. Compensatory time off shall be granted with the permission of the shift or unit commander, and may be utilized in increments of one hour or more. Any compensatory time not utilized by June 30th shall be paid to said employee at the rate in effect as of June 30th of the fiscal year, in a lump sum payment no later than July 15th. Provided that no compensatory time off shall be allowed after June 1st of the fiscal year in which it was earned, nor may an employee carry compensatory time over from one fiscal year to the next fiscal year. The Association shall hold the City harmless for any legal challenges to the compensatory time program.

16.8 When Royal Oak Police Command Officers Association members are subpoenaed to testify, they may remain at home when placed on "stand-by" status until notified by the Officer in charge of the case. The Officer will be compensated with four (4) hours of overtime at one and one-half (1-1/2) times the pay rate. If notified to appear in Court, the Officer will receive a minimum of four (4) hours of overtime at one and one-half (1-1/2) times his/her pay rate. An Officer shall not receive both "stand-by" Court pay and regular overtime pay when appearing in Court on the same day.

16.9 In the event that a determination is made by the Department that an eligible person was improperly passed over for an overtime assignment, the person shall be allowed to work an equivalent amount of overtime duty. The person shall make arrangements with his or her Supervisor to work the overtime within seven (7) working days of the decision to correct the error. The supervisor may assign the officer to duties as needed. Overtime and assignment shall be approved by the Commander.

Section 17.0 - MINIMUM CALL-BACK TIME

17.1 An employee called back to work overtime outside his/her regular duty period shall be paid for a minimum of three (3) hours at one and one-half (1-1/2) times his/her basic hourly wage.

17.2 In the event that the situation does not require the full three (3) hours of work the employee may be assigned to work within his or her classification, for the balance of the three (3) hour period in lieu of being sent home.

17.3 In the event that an employee is called back to duty and by reason thereof is on duty at a normal mealtime for breakfast or lunch, construed as the hours between 12:00 AM and 4:00 PM, and cannot be released from duty to have said meal at home, or whose work requires that he/she be out of the City during said mealtime, he/she will receive a meal allowance of \$10.00 per meal. No receipts are required.

17.4 In the event that an employee is called back to duty and by reason thereof is on duty at a normal dinner time, construed as the hours between 4:00 PM and 12:00 AM, and cannot be released from duty to have said meal at home, the employee shall be entitled to the payment of a meal allowance of \$10.00 while in the City, and if the employee is required to be out of the City during said mealtime, the meal allowance will be \$10.00. No receipts are required.

17.5 After receiving a call back to work, an employee shall be considered on duty the moment he/she departs for work. Provided further, however, an employee shall not be entitled to overtime pay until such time as he/she arrives either at the police station or the assigned duty location if he/she is to report to a specific duty location.

17.6 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 16.0 until his or her regular duty period begins, after which the employee shall be paid at the rate of his or her current basic hourly wage.

17.7 Any police action taken by a member of the force on his/her time off in connection with an illegal action which would have been taken by an officer on active duty if present or available, shall be considered police action and the employee shall have all the rights and benefits concerning such action as if he/she were then on duty.

Section 17A.0 - DUTY - NON-DUTY DISABILITY

17A.1 Any permanent or probationary employee who becomes totally disabled as a result of an on-the-job connected injury or any permanent employee with a minimum of five (5) years service who becomes totally disabled as a result of a non-service connected injury or illness shall be eligible for a monthly payment of sixty-six and two-thirds percent (66-2/3%) of his or her base monthly salary in effect at the time of such injury or illness. The amount of this benefit shall be offset by any Workers Compensation Benefits receivable by the employee. These monthly payments will continue until the employee reaches the age of fifty-five (55). Definition of disability shall be disabled as a Police Command Officer. Disability and outside earnings may equal active members' base salary and longevity pay. Any earnings in excess of such amount will cause an offset in benefits provided herein of 50 cents on the dollar. The benefits provided to this Section may be provided by the long term disability policy provided by the employer which conforms to the terms of this Section. Said policy is referenced as Policy No. G20,972-5, effective February 1, 1978, the terms of which are incorporated herein by reference as though set forth in full. Notwithstanding adoption by reference of said insurance policy, the specific terms of this Paragraph shall supersede any terms of said insurance policy. In the event of any conflict the City shall bear the responsibility of insuring compliance with the specific terms of the specific collective bargaining agreement language.

17A.2 For persons who become totally disabled between the ages of sixty-five (65) and sixty-nine (69), the aforesaid disability benefit will continue for two (2) years, provided that no benefit will be payable after the claimant's seventieth (70th) birthday.

17A.3 Any employee who loses his/her life in the performance of his/her duty as a police officer or who dies as a direct result of an injury incurred in the performance of his/her duty as a police officer, shall be entitled to be buried in full uniform with the corresponding service customary and proper to the rank and position of said employee. In the event the employee has not accrued sufficient quotas for social security eligibility, the City shall pay those funeral expenses provided under the existing social security funeral benefits.

17A.4 Any permanent or probationary employee who becomes totally disabled due to a permanent, physical, duty related disability excluding psychological disability, which precludes that person from performing any reasonable, gainful employment, in light of the extent of the disability, either within the City or outside the City, then that person shall be eligible for a monthly payment of 66-2/3% of his or her base monthly salary, which shall be adjusted on an ongoing basis in accordance with negotiated salary increases. The amount of this benefit shall be offset by any Workers' Compensation benefits receivable by the employee. These monthly benefits will continue until the sworn employee reaches age fifty-five (55). At any point in which the employee qualified under this subsection becomes able to engage in any reasonable, gainful employment, his/her benefit entitlement shall commence to be provided under subsection 17.A1, if he/she is otherwise eligible at the salary in effect as of the termination of benefits under this subsection. This subsection shall be applicable only to those persons who meet, and continue to meet, all of the requirements stated herein.

Section 18.0 - UNIFORMS

18.1 The City agrees to provide uniforms, including winter hats and 3/4 length winter coats and sweaters, for those employees whose duty assignments require such uniforms. The rules and procedures covering the ordering, purchasing and quantity and specifications of uniforms shall be established by the Chief of the Department.

18.2 Employees shall have the option of wearing short-sleeve shirts with tie as winter uniform.

Section 19.0 - REST PERIODS

19.1 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 day. The length of the rest periods shall be fifteen (15) minutes per period.

Section 20.0 - UNIFORM CLEANING ALLOWANCE

20.1 A uniform cleaning allowance for all Command Officers to eleven hundred dollars (\$1,100.00) per fiscal year shall be paid to all uniformed officers of the bargaining unit. Plain clothes officers shall receive a cleaning/clothing allowance of one thousand-three hundred dollars (\$1,300.00) per fiscal year. All cleaning/clothing allowances shall be prorated if an employee's job assignment is changed within a fiscal year.

20.2 The uniform cleaning/clothing allowance will be paid in a regular biweekly paycheck no later than July 15th of each fiscal year.

20.3 Time spent on leave of absence up to a maximum of six (6) months in any fiscal year will be considered as continuing service for purposes of this section. 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.

20.4 In the event an employee's employment terminates after uniform cleaning allowance payment is made, the City shall have the right to prorate and recover the uniform cleaning allowance from any funds the City may owe said employee.

Section 21.0 – REQUIRED ADMINISTRATIVE TIME

21.1 All Command Officers shall be required to complete the 30 minutes of required administrative time at the time arranged with the Department. Command officers shall prepare for and conduct a lineup, debrief the off-going and on-coming Command Officer, prepare and review Departmental reports and information and perform other administrative duties as assigned. Command Officers shall be reimbursed for the required administrative time at the rate of time and one-half for each day the Command Officer is on duty, and works the required administrative time. This Section shall not change any contractual references to “day” or “workday” which shall continue to mean eight (8) hours.

Effective May 19, 2014, all command officer will receive thirty (30) minutes at time and one-half (1 ½) per work day regardless of assignment.

Command Officers who may be assigned to a school or detail as their daily work assignment shall not be compensated at less than eight hours and thirty minutes, defined as eight hours of normal time and thirty minutes as administrative time.

Command Officers who utilize sick or compensatory time shall include an additional 30 minutes of sick or compensatory time, not to exceed eight hours and thirty minutes per scheduled shift, and be compensated for eight hours and thirty minutes at straight time to be applied to FAC.

Effective July 1, 2005, Required Administrative Time shall be reduced to twenty (20) minutes per work day and shall not be applied to Final Average Compensation. Command Officers who utilize eight hours of sick or compensatory time per scheduled shift shall not include or be compensated for, twenty(20) minutes of Required Administrative time.

Section 22.0 - OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

22.1 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 or her 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.

22.2 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 or her official duties in the public interest or which might tend to impair his/her independence of judgment or action in the performance of 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 23.0 - RETURN OF CITY PROPERTY

23.1 An employee leaving the service of the City, whether through resignation, retirement, lay-off or discharge, is responsible for returning any City property in his/her 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 24.0 - ACCIDENTS

24.1 All job related personal injuries, however minor, shall be reported to the Employee's unit commander immediately. The employer shall designate the place where first aid will be administered at City expense. Such accidents shall, in turn, be reported on the Basic Accident Report to the Personnel Department for the preparation of the necessary Worker's Compensation accident forms.

24.2 Those supervisors in charge of a shift are charged with the task of accident investigation. Each accident, where the employee goes to a hospital or sees a doctor, requires the filing of the Supervisor's Supplementary Accident Report. This form, when complete, will be forwarded to the Human Resource Office with a copy of the Basic Accident Report.

Section 25.0 - SHIFT ASSIGNMENTS/TRADING DAYS

25.1 Personnel shall be assigned to work permanent shifts. Officers assigned to uniform patrol will pick their shift assignment according to rank seniority within that rank, and will be allowed to review and re-select another shift assignment every six (6) months. Leave days will be picked according to rank and seniority within that rank and classified as permanent days off. It is further agreed that with the approval of their shift commander, sergeants shall be allowed to trade work and leave days as prescribed in the contract. Employees who have traded shall have the rights equal to their trading partner. The trading shifts shall be authorized by the respective shift commanders, shall be for a cumulative maximum of four weeks per fiscal year with minimum one-week increments, and shall not include scheduled vacation time. Traded time must be repaid during the fiscal year in which the time was borrowed. Denial of an individual request must be for just cause. Blanket denial will not be authorized.

25.2 **Trading Days:** Subject to the approval of the Chief of the Department, the employees shall be entitled to voluntarily trade work or leave days. Such time must be repaid during the fiscal year in which the time was borrowed. Denial of an individual request must be for just cause. Blanket denial will not be authorized.

25.3 Preferred Assignments: Preferred assignments shall be Lieutenant and Sergeant positions in the Criminal Investigation Division and the Sergeant positions in the Traffic Safety Division and DPU. Upon implementation of the assignment change in 25.3.6, a second Sergeant position in C.I.D. shall be created. Preferred assignments shall be for three (3) years.

25.3.1 Police Sergeant assignments to the Traffic Safety, DPU and Criminal Investigation (CID) Divisions shall be open to bid every three years as follows:

25.3.1.1 On alternating years, one CID assignment and the DPU assignment, and also on alternating years, the second CID assignment and the Traffic Safety assignment shall be open for bid.

Traffic Safety. The Traffic Safety and DPU assignments will be filled by seniority bid under Section 25.3.1.3, 25.3.1.4 and 25.3.1.5 set forth below.

C.I.D. Sergeants selecting the C.I.D. Supervisor position, whether they volunteer or are appointed by the Chief of Police or his designee, will be assigned to C.I.D. for three (3) years. However, the assignment length may be shortened by the Chief of Police for cause or at the request of the command officer for personal reasons. A Sergeant holding C.I.D. assignment may not volunteer to continue in that assignment at the end of the three years, and shall not be considered along with any other eligible volunteer(s) according to the below listed guidelines. If more Sergeants volunteer than there are openings, the Chief of Police or his designee will select a Sergeant from the list of volunteers. Should there be no volunteers, the Sergeant currently occupying the position may be reassigned if he/she is in agreement. If no Sergeant volunteers and the Sergeant currently occupying the position does not choose to remain in the position, the Chief of Police or his designee shall appoint any eligible Sergeant to such assignment. Probationary Sergeants are not eligible to volunteer for these positions.

25.3.1.2. Sergeants assigned to the Patrol Division (excluding probationary Sergeants) shall have first bid rights to the Traffic Safety Assignment and DPU assignment with the assignment going to the Sergeant(s) holding most seniority within the rank.

25.3.1.3. If Traffic Safety and DPU assignments are not filled, other Sergeants (excluding probationary Sergeants) not occupying the position may bid.

25.3.1.4 If Traffic Safety and DPU assignments are not filled, the Sergeant currently holding the assignment may bid to remain for the next three-year period.

25.3.1.5 If Traffic Safety and DPU assignments are not filled by bid, the Chief of Police may fill the assignment by selecting an eligible Sergeant from the lower half of Police Sergeants listed by seniority rank.

25.3.2 Police Lieutenant assignment(s) to the Criminal Investigation Division (CID) shall be open for assignment every three years.

25.3.2.1 Police Lieutenants not currently assigned to the CID shall first be considered for assignment by the Chief or his designee.

25.3.2.2 If the assignment is not voluntarily filled, the Lieutenant currently holding the assignment may request to remain for the next three-year period.

25.3.2.3 If no Lieutenant wishes to fill the position, the Chief of Police shall assign the lowest seniority Lieutenant to fill the assignment for the three-year period.

25.3.4 The Police Department may remove a Sergeant or Lieutenant from a preferred assignment for just cause; a Sergeant or Lieutenant may submit a request for transfer from a preferred assignment to the Chief of Police. If such a vacancy occurs with less than one year remaining, the Chief of Police may assign a replacement Lieutenant/Sergeant for the remainder of the time period. Such assignments shall not be considered a bid assignment during the next regular bid selection process. If more than one year remains to be served, the vacancies shall be filled as set forth above.

25.3.4.1 If a Sergeant or Lieutenant who is occupying a preferred assignment is transferred to uniform patrol for any reason prior to completing the full term of the preferred assignment, he/she will move to the uniform patrol opening created by the Sergeant or Lieutenant who replaced him/her in that preferred assignment. He/she will occupy that uniform patrol slot until the next regularly scheduled shift selection. At that time he/she will select his/her assignment pursuant to Section 25.1.

25.3.4.2 Upon leaving a preferred assignment for any reason, a Sergeant or Lieutenant must complete a minimum of one year of duty within the uniform patrol prior to becoming eligible to serve in a preferred assignment. If all eligible Sergeants or Lieutenants in uniform patrol and in preferred assignments have declined a preferred assignment, then a non-probationary Sergeant or Lieutenant with less than one year in the uniform patrol may select the preferred assignment.

25.3.5 Command Officers shall retain their seniority in grade regardless of their duty assignment within the Police Department. It is understood that an officer, should he or she be assigned to an unfamiliar position, will be subject to a reasonable training period in the new assignment and that during this period decisions requiring knowledge of the new assignment should be deferred to the more experienced officer even though he/she may have less seniority in grade.

25.3.6 The Sergeant currently assigned to the Record Bureau shall be assigned to the CID second Sergeant position for the remainder of his 3-year pick.

25.3.7 Effective upon ratification by both principal parties, the Department shall have the right to re-assign the Sergeant currently assigned to the Records bureau and replace the Sergeant with a civilian and have the Records Bureau supervised by a civilian. The Department shall exercise such right no sooner than December 1, 2001 and no later than December 1, 2003. The Department will provide a minimum of six (6) months notice to the Association of the implementation date of the assignment change. On or before the date of implementation, the Department will create and post an additional Sergeant position in CID, which shall be filled in conformance with Sections 25.3.1.1 set forth above. The civilian Records Bureau Supervisor shall not be a member of this bargaining unit.

Section 26.0 - RESIGNATIONS

26.1 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/or her department head. He/she shall forward such resignation to the Human Resource 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 Human Resource Department by the department head.

Section 27.0 - HEALTH EXAMINATIONS AND REQUIREMENTS

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

27.2 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.

27.3 Each employee of the bargaining unit shall participate in an annual height and weight, blood pressure, pulse rate and cholesterol examination at City expense. The results of this health screening, conducted by a recognized medical facility on City premises, will be mailed directly to the employee's home by the provider. The City reserves the right to discontinue this program should the cost thereof, as determined by the City, become prohibitive.

27.4 Fitness Incentive Program:

All command officers may participate in the program to earn between eight (8) and thirty-two (32) hours of compensatory time, depending upon his/her performance.

| Ages | Push ups | | Fitness Test Standards Sit-ups | | 1.5 Mile | Run (minutes) | Level |
|-------|----------|----|-----------------------------------|----|----------|------------------|-------|
| | M | W | M | W | M | W | |
| 20-34 | 70 | 50 | 80 | 80 | 10:00 | 11:00 | 4 |
| | 60 | 40 | 60 | 60 | 10:30 | 11:30 | 3 |
| | 40 | 25 | 45 | 45 | 12:00 | 13:00 | 2 |
| | 25 | 12 | 34 | 34 | 13:30 | 14:30 | 1 |
| 35-49 | 60 | 40 | 60 | 60 | 10:30 | 11:30 | 4 |
| | 50 | 30 | 46 | 46 | 11:15 | 12:15 | 3 |
| | 35 | 20 | 35 | 35 | 12:45 | 13:45 | 2 |
| | 21 | 10 | 28 | 28 | 14:30 | 15:30 | 1 |
| 50+ | 50 | 30 | 46 | 46 | 11:15 | 12:15 | 4 |

| | | | | | | |
|----|----|----|----|-------|-------|---|
| 40 | 20 | 36 | 36 | 13:00 | 14:00 | 3 |
| 26 | 15 | 28 | 28 | 14:00 | 15:00 | 2 |
| 16 | 8 | 22 | 22 | 15:00 | 16:00 | 1 |

Section 28.0 - TRAINING ASSIGNMENTS

28.1 Both the Employer and the Association recognize the value of on-the-job training. Such training is to be encouraged and shall reflect the policies and procedures of the Department, while not being limited to same. The Employee being trained will continue to receive his/her current rate of pay. Separate in-service training programs shall be provided for Command Officers, as agreed to by the respective parties.

Section 29.0 - SICK LEAVE AND UNSCHEDULED ABSENCES

29.1 Employees shall accrue sick leave at the rate of eight (8) hours for each month of service. There shall be no maximum accumulation period. An employee shall accumulate eight (8) hours of sick leave for every month in which he/she works or receives compensation for eighty (80) hours or two (2) weeks worked.

29.2 Sick leave will be paid at the employee's regular hourly rate (inclusive of shift or other work premium pay).

29.3 Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual sickness or non-duty disability.

29.4 Sick leave will not be allowed when absence is due to the use of narcotics, intoxicants or willful misconduct.

29.5 An employee who is self-employed or works for another employer while on sick leave may be subject to disciplinary action.

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

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

29.8 In the event of retirement, any employee having a sick balance shall be paid for the sick leave balance at the time of retirement up to a maximum of six hundred (600) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement. Employees who use no more than twelve (12) days during the last year of employment shall receive payment for up to forty (40) more hours, to a maximum of six hundred and forty (640) hours. This additional payment will also be made to an employee who suffers a long-term injury or illness during the last twelve (12) months on the job. Long-term shall be defined as more than ten (10) consecutive working days documented by a doctor's note.

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

29.10 Whenever an officer shall have exhausted all of his or her 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. 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 or she is to be carried as permanently disabled and, if so, the other provisions of this Contract, the Ordinances and Charter shall take effect.

29.11 When an employee receives his/her last check for sickness or non-duty disability, he/she will be placed on leave without pay for a period not to exceed one (1) year, or his/her seniority, whichever is less. If, at the end of that time, said employee is still unable to return to work, his/her employment shall be terminated in accordance with existing policy, rules, regulations, statutes and ordinances.

29.12 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/her final check shall be adjusted to reimburse the City for said sick days advanced and used.

29.13 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.

29.14 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/she is not compensated for absence from City employment by the benefits accruing from such outside gainful employment.

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

Section 29A.0 - SICK LEAVE PAYMENT ALLOWANCE

29A.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.

29A.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. Those hours for which pay is not given shall be added to the employee's sick leave accumulation.

29A.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.

29A.4 Sick leave payments shall be made by regular biweekly paycheck for the full amount and shall be issued between the dates of July 15 and July 31.

29A.5 If the employee so elects in writing to the City Manager, he/she may waive payment for sick leave and have the hours for which payment would normally be given added to his/her sick leave accumulation.

29A.6 Cut-off date for qualifying for accumulated sick leave shall be as of June 30. 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 June 30. Employees qualifying during the fiscal year will not be recognized for sick leave payment until the subsequent fiscal year.

29A.7 In the event of termination for any reason, or lay-off, the employee shall be entitled to receive payment allowance for which he/she was eligible as of the close of the last pay period of the fiscal year in which his/her sick leave was earned. In the event of retirement or lay-off, he/she 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/her employment is terminated. In the event of the employee's demise, his/her designated beneficiary shall receive any sick leave payment allowance the employee would have been entitled to receive.

29A.8 In the event of an employee's death as a result of a job-incurred injury, the deceased employee's named beneficiary shall be entitled to receive the same amount of the deceased employee's sick leave accumulation as if he/she had retired.

29A.9 The employer will provide each employee at the end of each fiscal year with the information showing the employee's total accrued sick time and accrued sick time for the fiscal year.

Section 30.0 - LEAVE OF ABSENCE

30.1 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.

30.2 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.

30.3 If a permanent employee has a prolonged physical or mental illness, including pregnancy, 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. Leaves of absence under this provision for reasonable periods of time shall not be unreasonably denied.

30.4 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, except as otherwise provided by the Family and Medical Leave Act.

30.5 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.

30.6 An employee who is self-employed or works for another employer during a leave of absence may be subject to disciplinary action.

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

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

30.9 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 31.0 - VACATION LEAVE

31.1 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) day, no part of the day shall be given.

31.2 Any employee with less than one (1) full year of service prior to July 1st, shall be allowed annual leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she 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) day, no part of the day shall be given.

31.3 Any employee with two (2) years of service, but less than three (3) years, shall be allowed annual leave of ninety-six (96) working hours, or twelve (12) calendar days. He/she shall be eligible for such additional leave the day after completion of the second (2nd) year of service.

31.4 Any employee with three (3) years of service, but less than four (4) years, shall be allowed annual leave of one hundred four (104) working hours, or thirteen (13) calendar days. He/she shall be eligible for such additional leave the day after completion of the third (3rd) year of service.

31.5 Any employee with four (4) years of service, but less than five (5) years, shall be allowed annual leave of one hundred twelve (112) working hours, or fourteen (14) calendar days. He/she shall be eligible for such additional leave the day after completion of the fourth (4th) year of service.

31.6 Any employee with five (5) years of service, but less than six (6) years, shall be allowed annual leave of one hundred twenty (120) working hours, or fifteen (15) days. He/she shall be eligible for such additional leave the day after completion of the fifth (5th) year of service.

31.7 Any employee with six (6) years of service, but less than seven (7) years, shall be allowed annual leave of one hundred twenty-eight (128) working hours, or sixteen (16) days. He/she shall be eligible for such additional leave the day after completion of the sixth (6th) year of service.

31.8 Any employee with seven (7) years of service, but less than eight (8) years, shall be allowed annual leave of one hundred thirty-six (136) working hours, or seventeen (17) days. He/she shall be eligible for such additional leave the day after completion of the seventh (7th) year of service.

31.9 Any employee with eight (8) years of service, but less than nine (9) years, shall be allowed annual leave of one hundred forty-four (144) working hours, or eighteen (18) days. He/she shall be eligible for such additional leave the day after completion of the eighth (8th) year of service.

31.10 Any employee with nine (9) years of service, but less than ten (10) years, shall be allowed annual leave of one hundred fifty-two (152) working hours, or nineteen (19) days. He/she shall be eligible for such additional leave the day after completion of the ninth (9th) year of service.

31.11 Any employee with ten (10) years of service, but less than eleven (11) years, shall be allowed annual leave of one hundred sixty (160) working hours, or twenty (20) days. He/she shall be eligible for such additional leave the day after completion of the tenth (10th) year of service.

31.12 Any employee with eleven (11) years of service, but less than twelve (12) years, shall be allowed annual leave of one hundred sixty-eight (168) working hours, or twenty-one (21) days. He/she shall be eligible for such additional leave the day after completion of the eleventh (11th) year of service.

31.13 Any employee with twelve (12) years of service, but less than thirteen (13) years, shall be allowed annual leave of one hundred seventy-six (176) working hours, or twenty-two (22) days. He/she shall be eligible for such additional leave the day after completion of the twelfth (12th) year of service.

31.14 Any employee with thirteen (13) years of service, but less than fourteen (14) years, shall be allowed annual leave of one hundred eighty-four (184) working hours, or twenty-three (23) days. He/she shall be eligible for such additional leave the day after completion of the thirteenth (13th) year of service.

31.15 Any employee with fourteen (14) years of service, but less than fifteen (15) years, shall be allowed annual leave of one hundred ninety-two (192) working hours, or twenty-four (24) days. He/she shall be eligible for such additional leave the day after completion of the fourteenth (14th) year of service.

31.16 Any employee with fifteen (15) years of service, or more of service, shall be allowed annual leave of two hundred (200) working hours, or twenty-five (25) days.

31.17 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.

31.18 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/her intended resignation at least eighty (80) working hours prior to the effective date of resignation, to his/her department head, in writing, in order to be eligible for such pay for accrued and unused vacation time.

31.19 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 their rank, and then their seniority within that rank, to select available vacation periods.

31.20 If an employee dies, his/her named beneficiary will be paid the regular straight-time pay for all vacation he/she would have otherwise received.

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

31.22 During the month of June, members of the bargaining unit may be allowed to carry negative vacation time balances. Such time will be taken from their banks on July 1st.

31.23 Up to two hundred (200) hours of unused vacation time shall be applied to the employees' Final Average Compensation (FAC).

31.24 When members are promoted into the bargaining unit, they will bring with them the vacation provisions they had in the lower bargaining unit unless those benefits are greater than those afforded to members of this bargaining unit.

Section 32.0 - HOLIDAY/PERSONAL BUSINESS DAYS

32.1 - Employees shall receive the following holidays/personal business days per fiscal year:

- | | |
|------------------------|----------------------|
| (1) New Year's Day | (7) Labor Day |
| (2) Martin Luther King | (8) Columbus Day |
| (3) President's Day | (9) Thanksgiving |
| (4) Easter | (10) Christmas Eve |
| (5) Memorial Day | (11) Christmas Day |
| (6) Independence Day | (12) New Year's Eve |
| | (13) 3 Personal Days |

32.2 Employees shall have the option of adding the aforementioned holidays/personal business days to their vacation periods, or taking compensatory time off, subject to the approval of the commanding officer or chief of the Department.

32.3 Employees shall be paid for twelve (12) holidays in a regular biweekly paycheck no later than July 15th. In the event an employee is terminated after July 15th, the City retains the right to pro-rate and recover from any funds the City may owe said employee, for any holiday payment not earned at the time of termination. Said pro-ration shall be based upon the actual occurrence of the holidays.

32.4 Holidays shall be paid at the maximum regular hourly classification rate (inclusive of shift or other work premium).

32.5 In the event of termination of employment the employee shall be paid for unused compensatory time granted in lieu of holidays, provided further, that employees must repay the City

for holidays added to the vacation period taken prior to the actual occurrences of the holiday. In the event of the employee's demise, his/her designated beneficiary shall receive any pay the employee would have received.

32.6 Employees shall be permitted to utilize their holidays/personal business days in one-half day (four (4) hour increments); provided however, that two (2) of said holidays/personal business days may be utilized in increments of one hour or more, all of which is subject to the approval of the commanding officer.

Section 33.0 - BEREAVEMENT LEAVE

33.1 In 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 three (3) normal work days. Such leave, with pay, shall be considered bereavement leave. Employees will be granted two (2) additional days of bereavement leave for the death of a spouse, child, mother, father, brother or sister. In the case of death of one of the employee's grandparents, a leave of absence, with pay, will be granted for a period not to exceed one (1) normal work day.

33.2 Bereavement leave will be paid at the employee's regular hourly rate (inclusive of shift or other work premium pay).

33.3 An employee who is self-employed or works for another employer while on bereavement leave shall be subject to disciplinary action.

33.4 Should a death of a member of his/her immediate family occur while an employee is on a scheduled vacation, he/she shall be eligible to receive the benefits stated herein, provided he/she notifies the City prior to the date of the funeral and he/she attends the funeral.

Section 34.0 - DUTY DISABILITY LEAVE

34.1 In the case of a job-incurred illness or injury, or a non-duty injury or illness incurred while acting out of necessity in accordance with good police procedure in the capacity of a police officer within the City limits of the City of Royal Oak, (or outside the City limits if he /she is acting under the direction of a police officer from an appropriate jurisdiction) to a permanent or probationary employee resulting in a physical or a mental disability to the extent that the employee is unable to perform regular duties or perform selected limited assignments, he/she shall be placed on duty disability leave, unless it shall be determined that he/she is totally and permanently disabled, in which event he/she shall be retired under the provisions of the retirement ordinance applicable to duty-disability retirement.

34.2 Time spent on 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.

34.3 Duty disability pay will be at the employee's regular hourly rate (inclusive of shift or other work premium pay). Duty disability pay shall be offset by any workers' compensation payments receivable by the employee.

34.4 Duty disability leave shall not exceed three hundred and eighty (380) working hours at full pay for any one compensable illness or injury with an additional seventeen hundred (1700) hours at eighty (80%) percent of pay. If an employee desires to remain at the one hundred (100%) percent level, he/she may do so by notifying the City in writing. The employee will be allowed to remain at one hundred (100%) percent of pay provided that the eighty (80%) percent is supplemented by the use of:

1. Vacation Days
2. Personal Business Days
3. Holidays
4. Sick Leave accruing during the fiscal year the injury leave is taken.
5. Sick Leave Bank

The employee must exhaust the days accrued in each numerated category.

For duty-related injuries which occurred prior to May 19, 2014, the City will pay duty disability up to a maximum of one (1) year, with the first nine (9) weeks at 100% of wages and the remainder at 80% of wages. For duty-related injuries which occur on or after May 19, 2014, the City will pay duty disability up to a maximum of 100% of wages for six (6) months and 80% of wages for the next six (6) months.

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

34.6 After receiving duty disability pay for two thousand and eighty (2,080) hours, the employee's pay shall be governed by this policy and the Michigan Workers Compensation Act. The provisions of this Section will be cumulative and work in conjunction with Section 17A.1 of this agreement and all of the Sections involving duty disability.

34.7 Duty disability leave and subsequent pay shall start immediately upon reported illness or injury.

34.8 An employee who becomes ill or sustains an injury which is eligible for duty disability payment under this Section, may avail himself/herself of any City approved medical treatment or medical facilities. Provided that if any employee refuses medical attention or does not avail himself/herself of therapy, he/she will be disallowed injury leave. In the event an employee feels that he/she is not receiving adequate medical attention he/she may request a change of physicians. Such request shall be made through his/her department head to the Human Resource Department.

34.9 The benefits provided under this section and any other section involving disability as defined above shall be cumulative and shall include all benefits provided by city charter, by city ordinance or by benefits provided in this contract.

Section 35.0 - EMERGENCY LEAVE

35.1 In the event that a permanent or probationary employee's current spouse, child, parent living anywhere or other relative living in the employee's household becomes ill or incurs an injury of an emergency nature, which would compel the employee to leave his/her 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 the attending physician to the employee's unit commander validating the emergency, shall be paid his/her regular wage for time away from work, and the time 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 forty (40) hours in any one fiscal year, or, at the employee's option, emergency leave may be credited against vacation or personal business days. In the event that vacation or personal business days are used for emergency leave, such time may be used in a period of not less than one (1) hour.

Section 36.0 - INSURANCE

36.1 Life Insurance:

The City shall provide and pay full premium for Fifty Thousand (\$50,000) Dollars group life insurance per employee.

36.2 Medical Insurance:

- (a) Prior to ratification of this agreement, the medical insurance plans described in the Contract. The City shall provide and pay the full premium for Blue Cross Blue Shield Community Blue Plan 2 (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein) for employees, spouse and eligible dependents; the prescription drug rider for all medical insurance plans in which employees may enroll under this agreement will be a formulary drug card with a \$10 co-pay requirement for generic prescription drugs and a \$20/30 co-pay for two tiers of name brand drugs, and will include a mail order option that is MOPD 2, with mandatory mail-in for maintenance drugs if available from the carrier; and the City is authorized to provide such medical insurance and prescription drug coverage through self-insurance or wrap-around plans, provided that the benefits thereby provided are identical to those provided under Community Blue Plan 2 and the prescription drug coverage specified herein.

Effective as soon as possible after ratification the following changes will be made to healthcare for employees and health care eligible employees who retire on or after September 30, 2012.

- A. The healthcare plan shall be Community Blue-3 with \$30 O.V. and \$250 E.R./\$30 Chiro. Eliminate HMO options. The City will provide \$10/\$40/\$80, open formulary prescription drug card.
- B. Employees will pay twenty percent (20%) of the premium per month for their healthcare. The payment initially will be based upon April 2012 rates. The payment will be adjusted at open enrollment in Spring each year thereafter. A member may select to have this deduction made on a pre-tax basis. The payment will either be deducted evenly from every pay or from the first two pays of every month at the City's discretion. Retirees who are eligible for healthcare shall not be subject to premium sharing.

C. Should prescription drug coverage benefits provided to active employees change in future contracts, prescription drug coverage benefits provided for eligible retirees retiring on or after September 30, 2012 shall also be changed to the same prescription drug coverage benefits provided to active employees. Should prescription drug coverage benefits provided to active employees cease for any reason, the prescription drug coverage benefit last covering the retiree will remain in effect.

(b) The City and the subscriber will each be responsible for fifty (50) percent of the premium for the optional Family Continuation Coverage.

(c) Duplicate Health Care Benefits: The City agrees to pay the employee/subscriber or retiree thirty (30) percent of the scheduled premium, up to a maximum of \$2,400 annually, to select the benefits under a spouse's health care plan. If the employee elects to do so, he/she may keep the separate Blue Cross/Blue Shield riders for Master Medical, prescription drugs, and/or vision coverage, with the cost being deducted from the thirty (30) percent reimbursement. Employees will be responsible for the full cost of the riders.

Further, in the event the employee's spouse is terminated for any reason, the City will pay the COBRA payments until the employee/subscriber or retiree can obtain coverage under the City sponsored health care programs. There is an annual window of opportunity to revert to BC/BS coverage, effective May 1 of each year.

(d) Retiree Health Care:

A. Effective for employees retiring after June 1, 1980, the City shall provide and pay the full premium for medical insurance for retirees and their family at the level of medical insurance in effect at the employee's date of retirement, except as provided below:

For periods, prior to ratification of this agreement, the medical insurance plans described in the Contract will be supplanted by these plans: The City shall provide and pay the full premium for Blue Cross Blue Shield Community Blue Plan 2 (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein) for employees, spouse and eligible dependents; the prescription drug rider for all medical insurance plans in which employees may enroll under this agreement will be a formulary drug card with a \$10 co-pay requirement for generic prescription drugs and a \$20/30 co-pay for two tiers of name brand drugs, and will include a mail order option that is MOPD 2, with mandatory mail-in for maintenance drugs if available from the carrier; and the City is authorized to provide such medical insurance and prescription drug coverage through self-insurance or wrap-around plans, provided that the benefits thereby provided are identical to those provided under Community Blue Plan 2 and the prescription drug coverage specified herein.

Effective as soon as possible after ratification the following changes will be made to healthcare for employees and health care eligible employees who retire on or after September 30, 2012.

- A. The healthcare plan shall be Community Blue-3 with \$30 O.V. and \$250 E.R./\$30 Chiro. Eliminate HMO options. The City will provide \$10/\$40/\$80, open formulary prescription drug card.
- B. Employees will pay twenty percent (20%) of the premium per month for their healthcare. The payment initially will be based upon April 2012 rates. The payment will be adjusted at open enrollment in Spring each year thereafter. A member may select to have this deduction made on a pre-tax basis. The payment will either be deducted evenly from every pay or from the first two pays of every month at the City's discretion. Retirees who are eligible for healthcare shall not be subject to premium sharing.
- C. Should prescription drug coverage benefits provided to active employees change in future contracts, prescription drug coverage benefits provided for eligible retirees retiring on or after September 30, 2012 shall also be changed to the same prescription drug coverage benefits provided to active employees. Should prescription drug coverage benefits provided to active employees cease for any reason, the prescription drug coverage benefit last covering the retiree will remain in effect.

In the event a retired Command Officer (or person covered through or because of such Command Officer) becomes eligible for Medicare benefits, any retiree or person covered through or because of such retiree shall obtain City sponsored Blue Cross/Blue Shield "Complimentary Coverage", to coordinate the benefits and for Medicare to be primary, with the City paying the base premium only for the Part B Coverage through reimbursement each month. Upon coordination with Medicare, retired Command Officers shall have the "Exact Fill" Rider to insure no reduction in benefits and coverages.

Such coordination shall be without prejudice to any currently provided benefits including but not limited to optical, prescription drug rider, and any other medical coverage provided under this Article. It is the parties' expressed intent that retirees' options and coverages shall not be diminished by the mandatory coordination. The City shall provide unit retirees advanced notice of any prospective changes in options or benefits.

- (e) In addition, each year the City will provide an opportunity for employees and retirees to choose an alternative healthcare program.
- (f) Police Officers and Detectives promoted into this unit shall retain only the medical benefits available to them on the date promoted into this unit.
- (g) When members are promoted into this bargaining unit, they will bring with them the retiree healthcare, longevity provisions and vacation they had in the lower bargaining unit unless those benefits are greater than those afforded to members of this bargaining unit.

Health Care Reform:

A. The City will comply with all provisions of the Patient Protection and Affordable Care Act (Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001). As such, health insurance plans may be subject to change in order to remain in compliance with same and avoid penalties.

B. The City or the Association may reopen the Collective Bargaining Agreement to address Patient Protection and Affordable Care Act issues only.

36.3 Dental Insurance:

The City shall provide and pay the full premium for the Delta Dental Plan, (or similar insurance thereto which may be secured at the option of the City), containing 75%/25% Class I co-payment with Class II 50%/50% co-payments up to a combined maximum of \$ 1,000 for each employee and their family, and Class III orthodontic up to Twenty-Five Hundred (\$2,500.00) Dollars with 75%/25%, co-payment.

The dental annual maximum will be increased to \$1,200 effective June, 2014.

36.4 Optical Insurance:

The City shall provide and pay the full premium for Blue Cross/Blue Shield 80/20 optical plan for each employee and his/her family who selected Blue Cross/Blue Shield Healthcare; and the HAP, SelectCare, Blue Care Network, and M-Care optical coverage for employees on those healthcare plans.

36.5 Retirees Insurance:

The City will provide medical insurance for eligible retirees, qualified spouses and other eligible dependents as contained in Section 36.2 (e); dental insurance without orthodontia as contained in Section 36.3; and optical insurance as contained in Section 36.4. The City shall continue said insurance for the surviving spouse and the retiree's family at said level upon demise of the retiree. A non-disability (voluntary) retiree must have at least twenty (20) years of service with the City in order to receive the above medical insurance. Retiree group life insurance shall be \$4,000.

36.6 The City of Royal Oak does further agree to indemnify and save harmless all police officers of the City of Royal Oak Police Department from and against all claims, or suits, based on negligence or tort, damages, costs, losses and expenses arising out of the defense of each and every action taken by a police officer in the course of and the performance of their duties of police officers. Said indemnification shall include but not be limited to false arrests, false imprisonment, malfeasance, nonfeasance, assault and battery, negligence or any other cause of action which is a result of actions taken by a police officer in the course of and arising out of the performance of his/her duties as a police officer. Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by providing of legal counsel and payment of judgment or settlement.

36.7 The Employer agrees to reimburse any officer for reasonable attorney fees not to exceed Ten Thousand (\$10,000) Dollars in any case where a police officer of the City of Royal Oak is charged with a criminal offense while engaging in his/her official duties on behalf of the Department and where said criminal charge results in dismissal, acquittal or being found not guilty.

36.8 With regard to hospital and surgical insurance, this section shall be renegotiable in the event that a program of national health insurance is adopted by the United States Congress during the term of this contract.

36.9 Employees are required to immediately notify the employer of any change in marital status which has an effect on the City's payment of fringe benefits. Failure to do so will result in the employee being held responsible for any costs incurred because of his or her negligence.

36.10 An employee on leave of absence in excess of thirty (30) days may continue his or her health, medical, dental, life and optical insurance at his/her own expense under the group program. Payment must be made each month in advance with the understanding that there will be no reimbursement. The City will pay such premiums when so required by the Family and Medical Leave Act.

Section 37.0 - EDUCATIONAL BONUS

37.1 For employees hired prior to June 1, 1983, an educational bonus of \$400.00 per fiscal year will be paid to all employees who have completed their probationary period of employment and have a Bachelor's Degree in police administration or public administration from an accredited college or university, provided however, said employees must receive said degree prior to June 1, 1988.

37.2 The educational bonus will be made by check for the full amount and shall be paid between the dates of December 1 and December 15 of each fiscal year.

37.3 Credit will not be given for time spent on leave of absence or lay-off in computing the educational bonus. Rather, the bonus shall be prorated according to the time served.

37.4 The cut-off date for this benefit will be December 1. As an example, in order to be eligible for the educational bonus, an employee must have attained the degree as set forth under Section 37.1 by December 1, of the fiscal year in which payment is to be made. Employees achieving degrees subsequent to December 1, will not be eligible for the educational bonus until December 1 of the subsequent fiscal year.

37.5 Educational bonus will be paid in recognition of the full fiscal year in which the payment is made. In the event of termination other than retirement or demise occurring after the issuance of the bonus, the employee must return to the City those monies for which he/she was paid in advance and did not earn. Such reimbursement to the City will be determined by the ratio formed between a full fiscal year and that part actually served.

37.6 In the case of termination occurring after the start of the fiscal year in which the educational bonus is to be paid, employees will receive a partial educational bonus. Such bonus shall be determined by the ratio formed between a full year of service and that part actually served.

Section 38.0 – TRAINING AND EDUCATION

38.1: The City and the Association recognize the need for the continued training and education of Members of the Police Department. So that a high degree of efficiency and professionalism can be attained by the Police Department, such training and education is to be encouraged.

38.2: This program is offered to encourage Employees to improve their job skills, to increase their value to the City and to assist them in preparing for future advancement with the City. The

scope of the program does not include special seminars or "Short Courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training. In no case does this supersede any departmental regulation regarding in-service training.

This provision is not designed to prepare members of the bargaining unit for another career after they leave the City of Royal Oak Police Department. It is designed to improve the job performance of Command Officers while they are employed with the City of Royal Oak. It is a program which is experimental in nature. The parties agree that ninety (90) days prior to the expiration of the collective bargaining agreement the parties will sit down to determine whether the program is achieving its goals.

38.3: The following provisions are established to govern the administration of the Command Officer Educational Assistance Program.

- A. Prior to commencing any courses and/or curriculum, the Employee must have prior approval from the Chief of Police and City Manager. Revisions must also have prior approval. Approval for any of the above shall not be unreasonably denied and shall be subject to the provisions of this Article.
- B. Application for Education Assistance may be made by any full time permanent Employee who has completed his designated probationary period in the Command Bargaining Unit. Applications must be submitted at least thirty (30) days before registration to allow the City ample time to review the Employee's request.
- C. Applications will be considered if the Employee is eligible for or receiving funds for the same course from any other source for books, tuition or fees, however, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with Section F of this article.
- D. Application will be approved only for course work directly related to the Employee's present job or directly related to a promotional position. Application will be approved only for courses required to obtain a degree in Police Science, Criminal Justice, Management, Business, Finance or Public Safety Administration. The City may approve a course of study outside these areas if it believes at its sole discretion it will advance the career of the Command Officer. The parties specifically agree that a Law Degree does not qualify under the provisions of this Article.
- E. Reimbursement shall be made only for course work completed at accredited colleges or universities.
- F. Reimbursement shall be for credit courses at the rate per credit for that school or at a rate for any Michigan public university or college subject to the limitations below. Reimbursement will be at that school's rate or at a rate not to exceed the Wayne State University rate or Oakland University's tuition rate, whichever is higher. Reimbursement will also include mandatory course fees which are subject to this

same limitation. At a private university or college, any amount above the tuition or fees above is the participant's responsibility. However, there shall be a One Hundred Dollar (\$100.00) limitation per participant per fiscal year for non-credit courses.

- G. Reimbursement for tuition and mandatory course fees shall be according to the following schedule:

100% reimbursement for courses completed with "B" or better numerical equivalent.

50% reimbursement for courses completed with "C" or numerical equivalent.

0% reimbursement for courses completed with a grade less than "C."

- H. Reimbursement for non-graded course, i.e., satisfactory completion will be computed at one hundred percent (100%) reimbursement.

- I. One hundred percent (100%) reimbursement on required text books of courses completed with a "C" numerical equivalent or better grade. The member will, however, be required to sell all text books, if possible, back to the School or Book Store and return any such funds to the City as a result of that sale.

J. **Limitations on Approval of Courses & Reimbursements:**

The City will only be required to approve and reimburse one course per semester which meets the criteria of this Article. The City may at its sole discretion approve and reimburse a second requested course for that semester. The parties acknowledge that a college or university may have 3 or 4 semesters annually.

- K. Employees must submit a copy of the official school transcript showing final grade received. The Employee shall be considered as having completed a class when he concludes the term for which the school quotes the tuition fee.

- L. Expenses such as parking, mileage, etc., shall not be part of the Educational Assistance Program.

- M. The applicant, under this program, shall attend classes on his own time and without compensation from the City.

- N. An employee shall reimburse the City for costs paid by the City if the employee quits or is terminated for any reason under the following time schedule:

| | |
|--------------------------------------|------|
| Within one (1) year of completion | 100% |
| Within two (2) years of completion | 75% |
| Within three (3) years of completion | 50% |
| Within four (4) years of completion | 25% |

Section 39.0 - LONGEVITY PAY

39.1 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.

Any member promoted into the bargaining unit after the date of the tentative agreement June 24, 2009 will bring with them the longevity provisions they had in the lower bargaining unit unless those benefits are greater than those afforded to members of this bargaining unit.

39.2 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.

39.3 Longevity pay shall be made by regular biweekly paycheck for the full amount paid and shall be paid no later than November 15 of each year.

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

39.5 The cut-off date for qualifying service shall be December 1. 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 1 of the fiscal year in which payment is to be made. Anniversary dates falling during the fiscal year, will not be recognized for longevity pay until December 1 of that year.

39.6 In the event of termination, either through resignation or discharge, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1. He/she shall not, however, be entitled to partial longevity payment for service accrued in the fiscal year in which his/her employment is terminated. In the event payment has been made to an employee who has failed to meet the requirements specified in this entire Section, the City shall deduct said amount from final compensation.

39.7 In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he/she was eligible as of December 1. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her retirement or demise occurs. Such payment shall be determined by ratio formed between a full year of service and that portion of the year actually served. If payment is due to the demise of the employee, his/her designated beneficiary is to receive any pay the employee would have received.

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

39.9 Police Officers and Detectives promoted into this unit shall retain only the longevity benefits available to them on the date promoted into this unit.

Section 40.0 - SUSPENSION OF LEAVES

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

Section 41.0 - SAFETY AND SANITARY CONDITIONS

41.1 The Employer agrees to provide sanitary, safe and healthful facilities and equipment.

41.2 The Employer will provide adequate first-aid facilities.

41.3 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.

41.4 The control of employee performance is the function of supervision. Supervisors should have a good understanding of the basic thinking that supports the City's accident prevention activities.

Section 42.0 - SEPARABILITY OF CONTRACT

42.1 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 of such provision.

Section 43.0 - WAIVER OF BARGAINING DURING CONTRACT TERM

43.1 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 by this Agreement or with respect to any subject or matter not specifically referred to or covered by this agreement, unless such matter by its very nature or by agreement is subject to negotiations during the term of this contract.

Section 44.0 - ATTENDANCE - COURT TIME

44.1 Employees shall be regular in their attendance and observe the working hours established.

44.2 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.

44.3 An employee who is scheduled to appear in court for a criminal or civil matter at a time other than his/her normally scheduled duty hours, shall be compensated at the rate of one and one-half (1-1/2) times his/her basic hourly rate for a minimum of four (4) hours, but the Employer is entitled to require the employee to work any portion of the four (4) hour minimum period of time that is not required for court work at his/her normal job classification, provided, however, that in the event that an employee is scheduled to appear in court not more than four (4) hours before his/her normally scheduled duty hours, he/she shall receive overtime pay only for the period of time that elapses between his/her appearance in court and the beginning of his/her normally scheduled duty hours.

Section 45.0 - WAGES AND COST OF LIVING

45.1 The general wage scale for all bargaining unit members shall be in the amounts as follows:

| | <u>START (step I)</u> | <u>6 mos. (step J)</u> | <u>12 mos. (Step K)</u> |
|-------------------|-----------------------|------------------------|-------------------------|
| Sergeant | | | |
| Lieutenant | | | |

| | <u>START (step I)</u> | <u>6 mos. (step J)</u> | <u>12 mos. (Step K)</u> |
|-------------------|-----------------------|------------------------|-------------------------|
| Sergeant | | | |
| Lieutenant | | | |

| | <u>START (step I)</u> | <u>6 mos. (step J)</u> | <u>12 mos. (Step K)</u> |
|-------------------|-----------------------|------------------------|-------------------------|
| Sergeant | | | |
| Lieutenant | | | |

| | <u>START (step I)</u> | <u>6 mos. (step J)</u> | <u>12 mos. (Step K)</u> |
|-------------------|-----------------------|------------------------|-------------------------|
| Sergeant | | | |
| Lieutenant | | | |

| | <u>START (step I)</u> | <u>6 mos. (step J)</u> | <u>12 mos. (Step K)</u> |
|-------------------|-----------------------|------------------------|-------------------------|
| Sergeant | | | |
| Lieutenant | | | |

Wages:

| | |
|---------------------|----------------------|
| <u>July 1, 2013</u> | <u>0%</u> |
| <u>July 1, 2014</u> | <u>1.5% increase</u> |
| <u>July 1, 2015</u> | <u>2.5% increase</u> |

Eligible members of Command Officers who retire on or before September 30, 2012 will have their lump sum payments at retirement calculated without the 2.5% wage reduction as if they had retired during the terms of the 07/01/2006-06/30/2011 agreement and retired 06/30/2011.

45.2 This general wage provision shall be subject to any then existing Federal guidelines pertaining to permissible increases and 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.

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

45.4 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 Human Resource Department directly.

45.5 Any member of the bargaining unit who works out of his/her classification for a reason other than use of vacation, holiday, personal business days or compensatory time for thirty or more consecutive days shall be paid at the entry level rate of compensation for the higher rank.

45.6 Mandatory Direct Deposit on all pays. Those members not already receiving their pay via direct deposit will have up to 90 days from ratification of this agreement to implement direct deposit.

Section 46.0 - SHIFT PREMIUM

46.1 Employees working during the afternoon and/or midnight shift shall be paid shift premiums at the following rates:

- (1) Premium pay of three and one-half (3.5%) percent of base pay per hour for working during the afternoon shift.
- (2) Premium pay of four and one-half (4.5%) percent of base pay per hour for working during the midnight shift.

46.2 Such shift premiums are to be paid in addition to the base rate of pay for each employee. When an employee is absent from his/her regular tour of duty but is receiving payment from the City he/she shall be eligible for shift premium pay. For the purposes of this Section "shifts" are defined as follows:

- (a) **Afternoon Shift:** Afternoon Shift is hereby defined as any full time shift commencing at the hour of 3:00 PM or occurring between the hours of 2:00 PM and 11:00 PM.
- (b) **Midnight Shift:** Midnight Shift is hereby defined as any full time shift commencing at the hour of 11:00 PM or occurring between the hours of 10:00 PM and 7:00 AM.

46.3 Notwithstanding any provisions contained herein, employees assigned to regular daytime assignments between the hours of 7:00 AM to 5:00 PM shall not receive any shift premium.

46.4 Shift premium shall be based upon the maximum of the pay range for the classification.

46.5 There will be no shift premium pay for overtime.

Section 47.0 - RETIREMENT

47.1 Effective July 1, 1999, employees shall receive a monthly level straight life pension equal to the retiring member's credited years of service multiplied by 2.8% for all years of service (75% cap) of the retiring members final average compensation.

47.2 Effective June 1, 1992, final average compensation shall be based on the best two (2) of the last ten (10) years.

47.3 An employee's pension at time of retirement shall not be greater than 75% of his or her final average compensation.

47.4 Effective June 1, 1992, employees may retire after twenty-five (25) years of service with no age requirement.

47.5 Effective May 19, 2014, the maximum pension at the time of retirement will be increased from 75% to 80% of Final Average Compensation (FAC), with the annual multiplier reduced to 1% for up to five (5) years of additional service once a command officer is eligible for a pension that is equal to 75% of his/her FAC.

47.6 Members of this bargaining unit shall contribute the following:

The Police Command Officers' contribution to the pension system shall be three percent (3.0%) effective July 1, 2008, four percent (4.0%) effective July 1, 2009, and five percent (5.0%) effective July 1, 2010. The City Ordinance establishing a Revised Retirement System for Officers and Employees of the City of Royal Oak, as revised, shall be amended to reflect this provision. Effective upon the first full pay after ratification of this agreement, contribution to the pension system shall be 6% of base wages.

47.7 Annuity Withdrawal: Any member who retires on or after June 1, 1983, pursuant to the Sections 16, 17, 19, or 20 of the Royal Oak Retirement Ordinance No. 76-7 as amended, may irrevocably elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions standing to the member's credit in the Reserve of Employee Contributions - plus 3% interest. Upon this election and the payment of accumulated contributions, the retiring member's monthly pension shall be reduced by an amount which is the actuarial equivalent of the sums withdrawn. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities, as of the first day of the fiscal year in which the annuity is withdrawn.

47.8 Employer Pick Up: The City shall pick up the employee contributions required of Command Officer employees for all compensation earned after the effective date of this provision. The contributions, so picked up, shall be treated as employer contributions in determining tax treatment under the United States Internal Revenue Code. The City shall pick up these employee contributions from funds established and available in the Employees Deferred Pension Contribution Account, which funds would otherwise have been designated as employee contributions and paid to the retirement fund. Employee contributions picked up by the City, pursuant to this provision, shall be treated for all other purposes, in the same manner and to the same extent, as employee

contributions made prior to the effective date of this provision. This provision becomes effective after the signing of the contract and the implementation of this provision shall not begin until the first day of the first pay period beginning at least 15 days after the City has received notification from the Internal Revenue Service that pursuant to Section 414 (h) of the United States Internal Revenue Code, these employee contributions so picked up shall not be included in gross income for tax purposes until such time as they are distributed by refund or benefit payment.

47.7.1 With respect to the Plan Amendment and the "pick up" of employee pension contributions set forth in Section 46.7 above, it is expressly understood and agreed as follows:

1. The plan amendment is being adopted only for the purpose of allowing employees to take advantage of IRS Code provisions which permit governmental employees to tax shelter their pension plan contributions.
2. The actual current and future gross salary of the employees will not be affected by the plan amendment.
3. Employee contributions will be withheld from actual gross salary and paid to the plan as has been the practice in the past.
4. Actual gross salary will continue to serve as the basis for determining the amount of salary related fringe benefits, including retirement benefits.
5. Taxable gross salary (salary reported on form W-2) for the employees will be equal to actual gross less the employee contribution to the pension plan.
6. The City will maintain information which will permit identification of the amount of employee contributions made before and after the plan amendment. This is necessary in order to determine the extent to which a pension plan distribution is taxable income to the employee at the time the distribution is received.
7. The plan amendment is being accomplished by local agreement rather than a change in State law.

47.9 Effective upon signing of this contract, members of the bargaining unit as of that date shall be permitted to purchase up to three (3) years of City service for credit, for pension purposes only, for public sector full-time experience (federal, state or local government entity), or for active-duty military service in the armed forces of the United States rendered prior to employment with the City of Royal Oak. Time employed or served must have been at least six (6) continuous months. Active-duty for reserve training does not apply to this proposal.

Members of the bargaining unit shall have until December 31, 2009, to commit for the purchase of said service credit and, further shall have until June 30, 2011, to complete the purchase of said time. If a person retires prior to June 30, 2011, the payment must be completed by the last day of work. If payment is not completed, credit shall be awarded pro rata. In the event the member dies prior to June 30, 2011, the employee's spouse or family shall have the option to complete said payments within ninety (90) days of the demise.

Purchase of said time may begin after signing this agreement, and may be made by means of payroll deduction. Time purchased shall not be subject to the annuity withdrawal provisions contained in Article 44, Section 2. Service credit purchased under this provision shall have no application to any other provisions or benefits of this collective bargaining agreement.

The individual contribution for each year of service bought will be consistent with the percentage of salary for each year purchased as stated in Sec. 47.5 and the related longevity paid in each year purchased. The purchase of service credit must be completed by June 30, 2011.

Total time purchased under this and previous buy-back options cannot exceed three (3) years.

47.10 Effective June 1, 1986, the five (5%) percent reduction in retirement allowance for the survivor spouse coverage shall be ended.

47.11 FAC shall include the employees' base wage, 96 hours of holiday pay, 120 hours of combined sick time and personal business payout, 200 hours of vacation time sell back, and longevity.

Section 48.0 - DISCIPLINARY PROCEEDINGS AGAINST ASSOCIATION MEMBERS

48.1 It is recognized that any action or inaction taken by an employee may be subject to review or investigation in order to preserve the integrity of the profession, and to meet the City's responsibilities to the citizens of the community which it serves. Such an investigation, whether initiated by the Department itself or as a result of a citizen complaint shall be carried out in an expeditious and professional manner. No charges will be brought against an officer as a result of a citizen complaint unless the complaint is sworn to and in writing or unless the Department obtains further evidence, which substantiates the basis for the charges. Employees shall receive a copy of any citizen complaint prior to answering any questions regarding the charges.

48.2 When any complaint or charge shall be brought against an employee or disciplinary proceedings are contemplated against an employee 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/she be interrogated, except in accordance with the following procedure:

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

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

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

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

48.2.4 The officer and his/her 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.

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

48.2.6 If the officer chooses to make a statement and submit to interrogation, any such statement 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 arbitrator 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.

48.2.7 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.

48.3 Disciplinary action placed in the employee's file shall be subject to the following:

48.3.1 Oral reprimand removed after one year from date of discipline. If no additional discipline is enacted, it is removed from the officer's file at the officer's written request.

48.3.2 Written reprimand - two years, as in (a) above.

48.3.3 One-day to five-day suspension - three years, as in (a) above.

48.3.4 Greater than five-day suspension - seven years, as in (a) above.

48.3.5 Any disciplinary record placed in the file shall be maintained there for an additional year if other discipline is imposed during the time period in which the discipline remains in the file. No disciplinary record shall be maintained in the file beyond the one (1) year extension.

48.4 Any member of the bargaining unit who is suspended pending completion of an investigation into possible misconduct by the employee shall continue to receive his/her regular pay during the time period of the suspension and until such time as the suspension is ended or the investigation is complete and disciplinary action imposed.

Section 49.0 - EMPLOYEE'S BILL OF RIGHTS

49.1 No member will be ordered or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium pentothal or truth serum tests, or similar

tests by whatever name called for any reason unless such member shall demand said examination in writing.

49.1.1 No member shall be discharged, disciplined or in any way discriminated against for refusing or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called.

49.1.2 An employer or agent shall not discharge an employee solely because of an alleged or actual opinion that the employee did not tell the truth during a polygraph examination, lie detector test, or similar test, except where valid and voluntary stipulation has been executed by the employer or agent, and the employee prior to the examination.

49.2 The employer or agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the employer and any member unless disclosure of such device is made to the member prior to such conversation.

49.3 Except when on duty or when acting in his/her official capacity, no member shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

49.4 Members shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the officer's performance of official duties.

49.5 No member shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his or her property income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his or her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his or her official duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

49.6 Any member shall have the right to examine any and all employment or personnel files maintained by the employer regarding the member, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 AM - 5:00 PM, Monday through Friday excepting holidays.

49.6.1 The employee's files shall not be made available to any person or organization other than the employer and the employee without the employee's expressed authorization.

49.7 Whenever any member is under investigation or subjected to interrogation by members of this or any other investigative agency, for any reason which could lead to disciplinary action, demotion, dismissal, or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

- (a) The interrogating shall be conducted at a reasonable hour, preferably at a time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

- (b) The member under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation.
- (c) The member under investigation shall be informed of the nature of the investigation prior to any interrogation, and he/she shall be informed of the names of all complainants.
- (d) Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (e) The member under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions.
- (f) The complete interrogation of a member, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- (g) If the member under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her rights prior to the commencement of the interrogation.
- (h) Any member, at his/her request, shall have the right to be represented by counsel and/or association representatives of his/her choice prior to making any statements, and during any interrogation or the making of statements, written or verbal, concerning any act, incident or occurrence from which disciplinary action, criminal prosecution, or civil suit might result.

49.8 Members have the right to remain silent until such time the member receives an order to make a statement from the Chief or one of the Chief's agents. Upon receipt of such order, the member will make a statement or subject himself/herself to disciplinary action.

49.8.1 Any statement made as a result of an order of the Chief or one of the Chief's agents will be deemed to be a coerced statement and will be privileged and will constitute a private record and may be used for departmental disciplinary action and civil service proceedings only and such statements will not be made available to any person, persons, agencies, or corporations for any reason whatsoever.

49.9 Members will not be deprived of liberty or property without due process of law nor denied the equal protection of the laws.

49.10 No member will be favored or discriminated against, nor disciplined, demoted or transferred for exercising any of the above rights or any right afforded him or her by this contract.

Section 50.0 - CIVILIAN DISPATCH

50.1 The employer may institute a centralized (police and fire) civilian dispatch only under the following conditions:

- (a) Program is equally applied to police and fire departments.
- (b) Shall be accomplished through attrition and not layoff of police personnel.
- (c) Effects of implementation will be agreed upon through negotiations.

Section 51.0 – GENERAL

51.1 When members are promoted into this bargaining unit, they will bring with them the retiree healthcare, longevity provisions and vacation they had in the lower bargaining unit unless those benefits are greater than those afforded to members of this bargaining unit.

Section 52.0 –PROCEDURE FOR EVALUATION PROMOTIONAL TESTING

52.1 The following components and percentages shall be used to determine the final composite score when making promotions: Written test – seventy (70%) percent; Performance Evaluation – Twenty (20%) percent; and Service Credit Allowance (Seniority) – Ten (10%) percent.

52.2 Service credit allowance will be granted in the following manner. Credit for experience above requirements will not be given beyond the maximum of fifteen (15) years. The maximum number of points that can be awarded is 8.75

TIME IN GRADE

Rank immediately below Position applied for:

A
1 point

B
½ point

C
¼ point

A – First 5 years beyond required experience for the position.

B – Second 5 years beyond required experience for the position.

C – Third 5 years beyond required experience for the position.

52.3 Upon calculating the percentage score on the written test, performance evaluation and service credit allowance (seniority) to the nearest 1/100th of a point, candidates will be placed in order of achievement on an eligibility list with selection being made, as needed, in accordance with the Personnel Rules of the Civil Service Board, the Collective Bargaining Agreement, and ordinance No. 314 as amended.

52.4 In the event that the City determines that it is necessary to make a substantive change in either the scoring mechanism or any of the components, the city will notify the Union of any proposed change relative to the standards or criteria for promotion and will, if required by Section 1093) and 11 of the public Employment Relations Act of 1965, being MCLA 423.10(3) and 423.11, and if a proper and timely demand for bargaining is made by the Union, meet to confer and discuss and revisions of standards of criteria of promotions. A substantive change is any change that will change the rank order for the candidates on the final composite score.

52.5 In the event that any of the components to the promotional models cannot be used for a specific written examination, the City and the Union will meet to attempt to resolve the problem for that specific written examination.

52.6 The parties shall agree to a minimum of three test sources from which the City shall make a

selection for any given exam.

Section 53.0 - DEFERRED COMPENSATION PLAN

53.1 All bargaining unit members shall be permitted to participate in any "deferred compensation plan" or any plan for which similar name or purpose is made, that is made available to any City employee. They shall be entitled to participate in identical plans.

53.2 The City's flexible spending plan will be made available to members of this bargaining unit as soon as practical after ratification by both parties.

Section 54.0 - ORDERS, POLICIES, PROCEDURES AND MEMOS

54.1 Under normal conditions, the ROPCOA shall be provided copies of any new policies and/or procedures which affect its members for a ten working day review before implementation.

54.2 To ensure all members are aware of orders and written directives, a checklist shall be signed by each member indicating he/she has received a copy of said orders and written directives. Checklists shall be retained by the Operations Commander. Said orders and written directives will be distributed via a mailbox to be set up in the Lieutenants and Sergeants Office.

Section 55.0 - PARKING

55.1 Free parking in the area designated below shall be provided for ROPCOA members if all parking is metered and no free parking is available in the immediate vicinity of the station. The designated area is as follows: 11 Mile Road (north), Main Street (west), Fourth Street (south) and Knowles Street (East).

Section 56.0 - DURATION OF AGREEMENT

56.1 This agreement shall be effective 12:01 AM on July 1, 2013, and shall expire at 11:59 PM on June 30, 2016. All provisions of this contract shall continue to operate unless notice of 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.

56.2 The parties, in recognition of the fact that vital services are involved, agree that his/her contract shall remain in full force and effect until a new contract is negotiated.

57.0 – PUBLIC ACT 4

57.1 In accordance with Public Act 4 of 2011 which amends the Public Employment Relations Act 336 of 1947 423.215 Section 15, the parties hereby acknowledge and agree that an emergency financial manager may be appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, and the emergency financial manager is allowed to reject, modify, or terminate this Collective Bargaining Agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531. The parties acknowledge that these required provisions are prohibited subjects of bargaining under

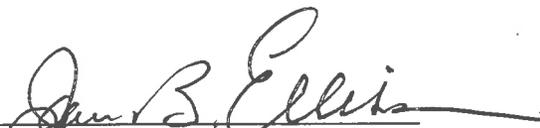
this Act.

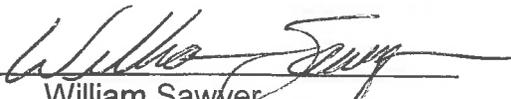
The City acknowledges that the Union retains all rights to challenge Public Act 4 of 2011.

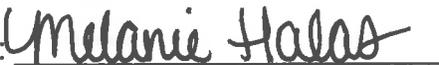
THE EMPLOYER AGREES that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and that the conditions of employment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

CITY OF ROYAL OAK

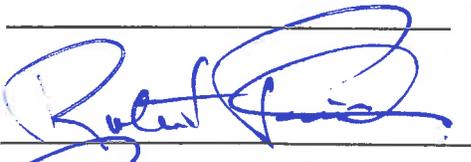
**ROYAL OAK POLICE
COMMAND OFFICER'S ASSOCIATION**

By: 
James B. Ellison
Its: Mayor

By: 
William Sawyer
Its: President

By: 
Melanie Halas
Its: City Clerk

By: 
Its: _____

By: 
Its: Pov.

Signed this 24TH day of MARCH, 2015

POLICE COMMAND ASSOCIATION

CITY OF ROYAL OAK

SALARY SCHEDULE

| CLASSIFICATION | HOURLY | BI-WEEKLY | ANNUAL | HOURLY | BI-WEEKLY | ANNUAL | HOURLY | BI-WEEKLY | ANNUAL |
|-------------------------------------|----------|-----------|-----------|----------|-----------|-----------|------------------|--------------|-----------|
| | I | | | J | | | K | | |
| JULY 1, 2013 - JUNE 30, 2014 | | | | | | | CHANGE: | 0.00% | |
| SERGEANT | 32.9604 | 2,636.83 | 68,557.63 | 33.7065 | 2,696.52 | 70,109.52 | 34.4760 | 2,758.08 | 71,710.08 |
| LIEUTENANT | 35.8621 | 2,868.97 | 74,593.17 | 36.6795 | 2,934.36 | 76,293.36 | 37.5163 | 3,001.30 | 78,033.90 |
| JULY 1, 2014 - JUNE 30, 2015 | | | | | | | INCREASE: | 1.50% | |
| SERGEANT | 33.4548 | 2,676.38 | 69,585.98 | 34.2121 | 2,736.97 | 71,161.17 | 34.9931 | 2,799.45 | 72,785.65 |
| LIEUTENANT | 36.4000 | 2,912.00 | 75,712.00 | 37.2297 | 2,978.38 | 77,437.78 | 38.0790 | 3,046.32 | 79,204.32 |
| JULY 1, 2015 - JUNE 30, 2016 | | | | | | | INCREASE: | 2.50% | |
| SERGEANT | 34.2912 | 2,743.30 | 71,325.70 | 35.0674 | 2,805.39 | 72,940.19 | 35.8679 | 2,869.43 | 74,605.23 |
| LIEUTENANT | 37.3100 | 2,984.80 | 77,604.80 | 38.1604 | 3,052.83 | 79,373.63 | 39.0310 | 3,122.48 | 81,184.48 |