AGREEMENT

ENTERED INTO BETWEEN THE

CITY OF ROYAL OAK

AND

ROYAL OAK

POLICE OFFICERS' ASSOCIATION

July 1, 2011 - June 30, 2013

AGREEMENT

This agreement, entered into on this 5th day of June, 2012, between the CITY OF ROYAL OAK, MICHIGAN, hereinafter referred to as the "EMPLOYER" and the ROYAL OAK POLICE OFFICERS' ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

Section 1.0 - PURPOSE AND INTENT

1.1 - The general purpose of this Agreement is to set forth provisions and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Association.

1.2 - The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

1.3 - To these ends, the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 2.0 - COLLECTIVE BARGAINING DEFINED

2.1 - To bargain collectively in the performance of the mutual obligation of the City through its designated 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 procedure, 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 laws, employees of the City of Royal Oak have the right of self-organization to join an Association and to bargain collectively through representatives of their own choosing on questions of wages, hours, and other conditions of employment.

Section 4.0 - PROHIBITED PRACTICES

4.1 - No employee shall be favored or discriminated against, either by the Association or the Employer because he/she maintains or terminates membership in the Association, holds any office 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, to maintain or to terminate membership in the Association, or to individually present a grievance, except as provided under the Association Security clauses, and Dues-Check-off Clause.

4.3 - The Employer will not aid, promote or finance any other labor group or organization which proposes to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Association during the term of this Agreement.

4.4 - No person employed by, nor applicants for, employment with the Employer, nor any applicant for Association membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, handicap 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 this 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 Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and for the terms of this Agreement, the employees included in this bargaining unit shall be all employees below the rank of Detective and Sergeant (Police Officer, Parking Meter Enforcement Officer and Police Service Aide).

5.2 - The parties agree that the full-time classification of Parking Meter Enforcement Officer is grand-fathered into this Agreement and the position eliminated through attrition. Further, the classification Police Service Aide shall perform parking meter enforcement duties.

Section 6.0 - MANAGEMENT RIGHTS

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

(a) To manage the Police Department efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material or methods of operation;

(b) To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;

(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. In the event that the Association contends that any such modified rule or new rule is unreasonable, or a rule is unreasonably applied, it may process its complaint through the grievance procedure. The filing of such grievance shall have the effect of staying the modified rule, or new rule, for a period of ten (10) days, which time shall be used to present arguments to the City

Manager for a decision. In such event, the City Manager shall make written disposition of same within five (5) working days, excluding Saturday, Sunday and holidays. In the event the City Manager shall find in favor of the new or modified rule, the Association may then proceed immediately to arbitration on the question as set forth in Section 10.5 Step 5 of this Agreement without going through the preliminary steps of the resolution of dispute procedure.

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

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

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

(b) 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.

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

(d) The Charter responsibilities of the City in determining the function and organization of the respective departments and divisions.

(e) The responsibilities of department heads governed by Charter provisions, ordinances and Civil Service Rules;

(1) To hire, assign, transfer and promote employees to positions within the agency;

(2) To suspend, demote, discharge, or take other disciplinary action against employees for reasonable and just cause;

(3) To relieve employees from duties because of lack of work or funds;

(4) To determine the methods, means and personnel necessary for departmental or agency operation;

(5) To control departmental or agency budget;

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

(f) 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.

(g) The responsibility for administering Charter and ordinance provisions relating to the Retirement Plan.

(h) 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.

Section 7.0 - ASSOCIATION MEMBERSHIP

7.1 - The Employer recognizes the right of the Association to solicit membership from any employees working in the bargaining unit.

7.2 - The Employer agrees that it will, as part of its personnel procedure, inform new employees in the bargaining unit of the fact that the Association is the exclusive bargaining agent for the employees in the departments comprising the bargaining unit, and inform such new employees of the right to join or refrain from joining the Association. The Employer will afford new hires a one hour orientation time with union representatives within the first week of their reporting for duty. The specific time will be at the discretion of supervision.

Section 8.0 - ASSOCIATION DUES AND/OR SERVICE FEE DEDUCTIONS

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

AUTHORIZATION FOR WAGE DEDUCTION

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

DATED:_____

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

Section 9.0 - REPRESENTATION

9.1 - The Association shall be represented in all negotiations by a Committee of the Association. The Committee shall be composed of the President, Vice-President, Secretary, Treasurer, Sergeant-at-Arms, and immediate past President.

9.2 - There shall be a shift representative for each of the three shifts and one shift representative for Traffic Safety, Records and Identification, Warrants, Court, Parking Meter Enforcement Officers and Police Service Aides. There shall be an alternative shift representative for each shift representative who shall act in the absence or incapacity of the regular shift representative.

9.3 - Promptly following the effective date of the Agreement, the Association and Employer shall provide each other with a written list of names and titles of their respective representatives, and will from time to time, provide prompt notice of any changes.

9.4 - The President of the Association shall receive eight (8) hours pay per 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 ROPOA and the City. In addition, the President of the Association, or in his/her absence a designated officer of the Association, shall be eligible for overtime as specified under Section 16.0 of this Agreement if he/she is called back to duty by the chief or his/her designated representative for the purpose of general discussion or grievance processing. Provided, further, in no event shall a member of the Royal Oak Police Officers' Association 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 as informal and confidential as may be appropriate.

10.4 - It shall be the firm policy of the Employer to assure to every employee an opportunity to have the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his employment status.

10.5 - Presentation of Grievances: An employee having a grievance may present same as follows:

Step 1 - An employee having a grievance shall first take up the matter with his immediate supervisor, with the employee's Association representative present. If the grievance is not settled to the satisfaction of all concerned, the grievance shall be verbally submitted to the shift or unit command officer within five (5) days excluding Saturdays, Sundays and Holidays) again with the Employee's Association representative present, unless said command officer is the same person to whom the grievance was originally presented, in which case the grievance shall proceed to Step 2. 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 dispute (excluding Saturdays, Sundays and Holidays) shall not be entitled to consideration.

Step 2 - If the verbal grievance is not resolved with the shift or unit command officer, it shall be reduced to writing and submitted to the Bureau Commander upon a mutually accepted form (Exhibit A), within five (5) days (excluding Saturdays, Sundays and Holidays) of the command officer's answer. The Bureau Commander shall furnish the Association representative with a written answer to the grievance within five (5) days (excluding Saturdays, Sundays and Holidays.)

Step 3 - If a satisfactory settlement is not reached in Step 2, the employee may, within five (5) days, after receipt of the written answer (excluding Saturdays, Sundays and Holidays), present the dispute to the Chief of Police for review. The Chief of Police shall then furnish a written answer within five (5) days excluding Saturdays, Sundays and Holidays).

Step 4 - If a satisfactory settlement is not reached in Step 3, the Association may submit the matter to the City Manager within five (5) days following receipt of the Police Chief's written disposition of the grievance (excluding Saturdays, 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).

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

(a) Written notice to the City within thirty (30) days after receipt of disposition at Step 4, of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the parties shall attempt to select an arbitrator to arbitrate the disputed issue or issues.

(b) In the event the parties have not selected an arbitrator within ten (10) days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules, regulations and procedures of the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties.

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

(d) The expense of such impartial arbitrator shall be 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 relation 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 in the case submitted. It is agreed that the decision of the arbitrator, upon any 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 4, and shall, if not settled in Step 4 be subject to arbitration in Step 5 in the same manner as any other grievance.

An employee's decision to appeal disciplinary action pursuant to the contractual grievance procedure shall be made in lieu of his 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 Human Resource Director of the City within seventy-two (72) hours (excluding Saturdays, Sundays and Holidays) of the imposition of the discipline complained of.

NOTICE OF APPEAL-OPTION AND WAIVER FORM

I, ___(Employee's 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 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 Board).

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 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 Officers Association

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 Human Resource office with a list of the shift representatives on July 1st of each year, and shall also advise the Human Resource office of any interim changes. Employees not included on such lists or any interim lists submitted, will not be recognized as representatives of the Association.

Section 11.0 - SENIORITY - GENERAL

11.1 - Newly hired employees shall be probationary employees for a period of one (1) year. During such probationary period, the probationer shall have no seniority and may be disciplined or discharged by the City without recourse to the Grievance Procedure. Upon completion of his probationary period, the employee shall have seniority as of his date of hire.

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 1st 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.

11.6 - 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/her seniority for the following reasons:

(a) He/she resigns or terminates his/her City employment.

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

(c) He/she is absent for three (3) consecutive working days without notifying the Employer and without good cause being attributable to the Employee for his failure to do so.

(d) He/she does not return to work when recalled from lay-off as set forth in the recall procedure.

(e) Failure to return from sick leave or leave of absence will be treated the same as 13.1(c).

(f) Retirement.

(g) When an employee has been laid off for a period of sixty (60) or more consecutive months.

Section 14.0 - LAYOFF AND MANNING

14.1 - The Employer may, for reasons of economy, for more efficient administration, or for lack of sufficient appropriation of funds, abolish positions in the Department and lay off employees, but the same shall be done within the parameters set forth in this collective bargaining agreement.

(a) Permanent employees in the affected job classifications shall be laid off in order of their job classification seniority, the person with the least classification seniority being laid off first, and the person with the greatest classification seniority being laid off last. Provided, that any permanent employee who is laid off or who occupies an abolished position and who has longer total Department seniority than another employee has in a lesser classification (pay-wise), 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 who has less total Department seniority. All employees "bumping" to a lesser classification (pay-wise), shall be on probation for thirty (30) days. The employee shall make a selection within ten (10) days from notice thereof. Any employee exercising such privileges shall be credited in his/her new job classification with the seniority and classification that such employee had in his/her old job classification. In every instance in which an employee

loses his/her job classification either by layoff or position abolishment, he/she shall retain his right to occupy such job classification in case the later should become available and he shall also retain and continue to earn seniority in such job classification.

(b) Where two or more persons have the same seniority date, relative seniority shall be determined in favor of the person having the greatest seniority in the affected job classification.

(c) 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.

(d) In the event that an employee is removed from City employment as a result of layoff or position abolishment, his/her name shall be placed upon the re-employment list and he 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 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, the employees shall be recalled on the basis of their classification seniority. Laid off employees shall maintain a current address with the City and notice of recall shall be sent to the laid off employee at his/her said current address by registered or certified mail. If the employee fails to report to work within thirty (30) days from the date of receiving notice or recall, he shall be considered "quit".

14.4 - 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.

14.5 - 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.

14.6 - An employee on layoff may continue his/her health, medical, dental, life and optical insurance at his/her own expense for a period of 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.

14.7 - 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 17.0 of the collective bargaining agreement.

14.8 - On a one-time basis for the duration of this contract only, the ten employees who were laid off in 2010, recalled, and are active employees at time of ratification, will have the option to

purchase their laid-off time at the pension contribution rate at the time of layoff.

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 work schedules shall be made by the Chief of Police, but in the event of any proposed major changes 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 this 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 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 at: 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 an employee has good and sufficient reason for refusing overtime, and another employee is available to work such overtime and capable of doing so, the Employer should not insist on the first mentioned employee working said overtime.

16.7 - Sworn officers 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:

(a) In order to exercise this option, officers 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 1 shall be paid to said employee at the rate in effect as of June 30 of the fiscal year, in a lump sum payment by regular check no later than July 15. Provided that no compensatory time off shall be allowed after June 1 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.

(b) Police Service Aides shall have the option of taking compensatory time off in lieu of receiving payment for overtime.

(c) Compensatory time that has not been utilized as of June 1, 2012 will be paid to all eligible members of the bargaining unit at the wage rate in effect as of May 31, 2012.

Section 17.0 - MINIMUM CALL-BACK TIME

17.1 - An employee called back to work overtime outside his/her regular scheduled 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 other work 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 a.m. and 4:00 p.m. 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 the same meal allowance as that provided the Command Officers, provided no alcoholic beverages are included.

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 p.m. and 12:00 a.m. and cannot be released from duty to have said meal at home, the employee shall be entitled to have the same meal allowance as that provided the Command Officers, and if the employee is required to be out of the City during said mealtime, the meal allowance will be the same as that provided the Command Officers, provided alcoholic beverages are not included.

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 his/her 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/her regular duty period begins, after which the employee shall be paid at the rate of his/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, with the exception of Civil Infractions, 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 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 the result of an on-the-job connected injury or any permanent employees 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 (66 2/3%) percent of his/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 sworn employee reaches age fifty-five (55) and the non-sworn employee reaches age sixty (60). An employee, for purposes of this section, is disabled when he/she is totally and permanently unable to perform the essential job functions of his/her position, by reason of a personal injury, disease, or other

incapacitating affliction. Employees receiving benefits hereunder shall be permitted to earn an amount equal to the base pay applicable to his/her position as adjusted through collective bargaining; any earnings in excess of said amount shall cause an offset in benefits provided herein of $.50 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 number 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 (17A.1), shall supersede any terms of said insurance policy. In the event of any conflict, the City shall bear responsibility of insuring compliance with the specific terms of the specific collective bargaining 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) and the non-sworn employee reaches age sixty (60). 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 or waist length jackets for those employees holding the classification of Police Officer, Parking Meter Enforcement Officer and Police Service Aide.

18.2 - The Employer agrees to include sweaters in the uniform issue for all employees of the bargaining unit.

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

18.4 – Uniform allowance will be included in a regular paycheck.

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

Section 20.0 - CLOTHING CLEANING ALLOWANCE

20.1 - A uniform cleaning allowance of eight hundred ($800.00) Dollars per fiscal year shall be paid to all sworn officers in the bargaining unit. Officers regularly assigned on a permanent, continuing basis to work in plain clothes, shall receive the same allowance as Detectives.

20.2 - A uniform cleaning allowance of eight hundred ($800.00) Dollars per fiscal year shall be paid to all Police Service Aides in the bargaining unit.

20.3 – A uniform cleaning allowance of three hundred twenty-five ($325.00) dollars per fiscal year shall be paid to all Parking Enforcement Officers in the bargaining unit.

20.4 - The uniform cleaning allowance will be paid in a lump sum payment no later than July 15 of each fiscal year.

20.5 - Time spent on leave of absence up to a maximum of six (6) months in any fiscal year will be considered as continuing service. The uniform cleaning allowance shall not be made to employees who have incurred combined leaves of absence greater than six (6) months in any fiscal year.

20.6 - 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 - BULLETIN BOARD

21.1 - The Employer agrees to provide a locking, glass enclosed bulletin board not to exceed three (3) feet by five (5) feet in size and not to exceed $300 in cost for the use of the Association. The bulletin board is to be used only for notice of Association meetings, Association business, elections and results and social functions in connection with the local Association. The Association shall designate a person who shall be responsible for all notices posted on the board. A key shall be provided to the Chief of Police for access to said Board.

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/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/her official duties in the public interest or which might tend to impair his/her independence of judgment or action in the performance of his/her official duties. Business or activity which might be incompatible with proper discharge or 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.

(c) Privately contract to act as a police officer or public safety officer in another governmental jurisdiction.

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 which he may have in his possession. Failure to return City property may result in the employee's final check being held up with deductions being made for the value of the property.

Section 24.0 - ACCIDENTS

24.1 - All personal injuries, however minor, shall be reported to the employee's unit commander immediately. The employee must take such first aid treatment as may be recommended. Such accidents shall, in turn, be reported to the office of the Human Resource Department for preparation of the necessary Workers' Compensation Accident Forms. **The indicated forms are attached.**

Section 25.0 - SHIFT ASSIGNMENTS/TRADING DAYS

25.1 - **Shift Assignments:** Personnel shall be assigned to work permanent shifts. Employees will pick their shift assignments and leave days within classification according to Department seniority, and will be allowed to review and re-select another shift assignment and leave days every six (6) months. Classifications shall make all picks independently of each other. Leave days will be classified as permanent days off. It is further agreed that with the approval of their shift commanders, sworn officers and Police Service Aides 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 of 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 - **Temporary Assignments:**
(a) Desk/Radio Assignments. Such assignments shall be filled during semi-annual shift selections, with the temporary assignment granted to the senior qualified officer requesting such assignment. This selection process shall apply only to the three shift "five-day" desk/radio assignments. Qualifications shall include the ability to operate current communication equipment. Any assigned officer can be returned to other police duties at the discretion of the Department on a temporary basis to provide a "light-duty" assignment for another officer, regardless of the light-duty officer's seniority. Implementation of this selection process shall have no impact on possible future civilian dispatch implementation.

(b) Records Division. Any temporary assignment of a Police Officer to the Records Division shall be granted to the senior qualified officer requesting such assignment. Any such assignment shall be open to bidding when a vacancy shall occur. Any assigned officer can be returned to other police duties at the discretion of the Department on a temporary basis to provide a "light-duty" assignment for another officer, regardless of the light-duty officer's seniority.

25.4 - The ROPOA president may make shift selections/day off selection before any other bargaining unit employee, regardless of seniority, when assigned to the uniformed patrol division.

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

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.

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 her/his current rate of pay.

Section 29.0 - SICK LEAVE AND UNSCHEDULED ABSENCE

29.1 - Permanent or probationary employees shall accrue sick leave at the rate of one (1) day for each month of service. There shall be no maximum accumulation period. An employee shall receive credit for one day sick leave accumulation for every month in which he 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 (exclusive of shift or other work premium pay).

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

(a) In the event of retirement, any sworn officer having a sick leave 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.

(b) In the event of retirement, any Police Service Aide having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum Six Hundred (600) hours. Such pay shall be at the employee's base rate in effect at the time of his/her retirement.

(c) An employee who retires will be entitled to be paid an additional 40 hours if said employee does not use more than twelve (12) sick days their last twelve months on the job. Such payment will also be made if the employee has an extended illness or injury which is readily apparent or substantiated by medical documentation.

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/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, and any members of the collective bargaining unit who are qualified, may work in the place and instead of said ill employee, until a final determination is made as to whether he/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 - Newly hired employees shall be advanced ninety-six (96) hours sick leave upon commencement of employment and, in the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct, from any monies owing from the City to the employee, a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

29.14 - A 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 the City employment by the benefits accruing from such outside gainful employment.

29.15 - Upon reasonable suspicion of misuse or abuse, 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) hours 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 in a regular check 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 30th. 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 30th. 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 layoff 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, demise 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.

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 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, or is pregnant, 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.

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 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 - Any permanent or probationary employee, with one (1) full year of service prior to July 1st, shall be allowed annual leave consisting of absence from duty for eighty (80) hours or two (2) calendar weeks.

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 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 (l/2) day, or greater, the employee shall be given a whole day. If the vacation accrued is less than one-half (l/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 ten (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 (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 twelve (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 thirteen (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) or more years 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 intended resignation at least eighty (80) working hours prior to the effective date of resignation, to his Department Head, in writing, in order to be eligible for such pay for accrued and unused vacation time.

31.19 - Vacation schedules shall be established by the Department so as to permit the continued operation of all Department functions without interference. Sworn officers and Police Service Aides will be given preference according to classification seniority, by shift, to select available vacation periods. Classifications shall pick vacations independently of each other.

31.20 - If an employee dies, his next of kin 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 time banks on July 1.

Section 32.0 - HOLIDAYS/PERSONAL BUSINESS DAYS

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

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

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

32.3 - Employees shall be paid for 12 holidays in a lump sum payment no later than July 15 in a regular paycheck. In the event an employee is terminated after July 15, the City retains the right to prorate and

recover from any funds the City may owe said employee, for any holiday payment not earned at the time of termination. Said proration shall be based upon the actual occurrence of the holidays.

32.4 - New employees shall not be eligible for personal business days until they have completed six (6) months service, then they shall be eligible for personal business days in the proportion that their actual service bears to a full year of service.

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

32.6 - Holidays will be paid at the maximum regular hourly classification rate. (Exclusive of shift or other work premium pay).

32.7 - In the event of termination of employment, an 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.

32.8 - Employees shall be permitted to utilize their fifteen (15) holidays/personal business days in one half day (four [4] hour increments); provided however, that two (2) of said fifteen 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

33.1 - In a case of death in the immediate family (family defined as the spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, or other relative living in the employee's household) a permanent or probationary employee may be granted a leave of absence, with pay, for a period not to exceed three (3) normal work days. Employees will be granted two additional days of bereavement leave for the death of a spouse, child, mother, father, brother or sister. In 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 (exclusive 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 of a Police Officer, Parking Meter Enforcement Officer or Police Service Aide, or a non-duty injury or illness of a Police Officer 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 limit if he/she is acting under the direction of or in conjunction with 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 his regular duties or perform selected limited assignments, he/she shall be placed on duty disability leave, unless it shall be determined that he 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 duty disability leave shall be considered for all purposes as continuing service. Anytime during duty disability leave an employee may be required to submit to a physical examination by a City physician.

34.3 - Duty disability pay will be at the employee's regular hourly rate (exclusive 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 percent (80%) of pay. If an employee desires to remain at the one hundred percent (100%) level, he/she may do so by notifying the City in writing. The employee will be allowed to remain at one hundred percent (100%) of pay provided that the eighty percent (80%) 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.

34.5 - After receiving duty disability pay for two thousand and eighty (2080) 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 of this Agreement and all other sections involving duty disability.

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

34.7 - 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 Department Head to the Human Resource Department.

34.8 - 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 his time away from work, and the time taken shall be deducted from the employee's accrued and unused sick leave benefits in an amount of time ranging from one (1) hour, but not to exceed twenty-four (24) hours in any one fiscal year, 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 ($50,000.00) Dollars group life insurance for all members of the bargaining unit.

36.2 - **Medical Insurance**:

(a) For periods before implementation of the changes in (e) below, the City shall provide and pay the full premium for Blue Cross Blue Shield Community Blue Plan 2, or insurance from another provider with benefits at least identical to those provided in Community Blue Plan 2, for employees and their spouses 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.

(b) Duplicate Health Care Benefits: The City shall pay the employee 30% percent of the scheduled premium annually (up to a maximum of $2,400.00 annually) to select the benefits under a spouse's health care plan. For employees eligible for Blue Cross, this shall be computed as thirty (30%) percent of the scheduled Blue Cross/Blue Shield premium. For other employees, this shall be computed as thirty (30%) percent of the average scheduled premium for the HMO/POS alternatives. Employees opting out of Blue Cross will be able to purchase separately the following Blue Cross/Blue Shield riders currently available to all employees: master medical, prescription, and optical. The employee will be responsible to pay the entire cost of the riders as determined by the provider. Further, in the event the employee's spouse's coverage is terminated for any reason, the City will pay the COBRA payments or be responsible for contract benefits for the employee, spouse and eligible dependents until coverage can be obtained under the City-sponsored health care program. To the extent possible, employees shall provide advance notice to the City of the spouse's termination of coverage.

(c) The City shall provide and pay the full premium for Health Alliance Plan HMO, Selectcare HMO (Beaumont Hospital), Blue Care Network HMO, or M-Care POS for any employee who chooses such plan in lieu of Blue Cross/Blue Shield. In addition, each year the City will provide an opportunity for employees to choose an alternative health care program.

(d) For the first two years of their employment only, employees shall not be provided the coverages contained in Section 36.2(a). They shall have the option of any of the four healthcare plans described in Section 36.2(e). At the first annual open enrollment after completion of two years of service, these employees may opt for the coverage contained in Section 36.2(a).

(e) Effective as soon as possible after ratification which was June 5, 2012 the following changes will be made to healthcare for employees and health care eligible employees who retire on or after October 31, 2012.

A. The healthcare plan shall be Community Blue-3 with $30 O.V. and $250 E.R./$30 Chiro. All HMO options will be eliminated. 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.

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.

36.4 - **Optical Insurance:** The City shall provide and pay the full premium for the Blue Cross/Blue Shield 80%/20% optical plan for each eligible employee and their 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 **Retiree Insurance**: 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:

(a) In the event a retired Police Officer (or person covered through or because of such Police 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 Police 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 Section 36.5(b). 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.

(b) Upon becoming eligible for Medicare benefits, any Police Service Aide 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 premium for the Part B Coverage through reimbursement each month.

(c) The City shall continue said medical insurance, including optical and dental without orthodontia, for the surviving spouse and the retiree's family at said level upon the 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.

(d) The City shall provide and pay full premium for Four Thousand ($4,000.00) Dollars group life insurance for retirees.

(e) Effective upon issuance of the 2009 Act 312 arbitration award, the City shall not be required to provide or pay for medical insurance in retirement for employees who are hired after the date of such award. Instead such newly hired employees will participate in a Medical Health Plan (an individual retirement health plan also known as a Health or Retirement Savings Account), provided through MERS or ICMA, to which the City and such employees each will contribute 3% of the employee's gross base wages, with seven-year vesting for City contributions. The employees may contribute additional amounts above 3% if they so desire, provided such additional contributions are permitted by the HSA provider, but the City will not match such extra contributions.

(f) 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 October 31, 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.

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 as 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 in payment of judgment or settlement.

(a) The Employer agrees to reimburse any officer for reasonable attorney fees not to exceed Ten Thousand ($10,000.00) 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.

36.7 - 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.

36.8 - 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 negligence.

36.9 - An employee on leave of absence in excess of thirty (30) days may continue his/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 Four Hundred ($400.00) Dollars 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 pro-rated 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 bonus monies for which he 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 terminations 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 37A.0 - TUITION REIMBURSEMENT PROGRAM

37A.1 - The parties agree that Appendix A, attached hereto, is made part of this contract with the following amendment to Section 4.

> "4. Reimbursement shall be made for 50% of the cost of tuition and 100% of the cost of textbooks. Upon completion of the course(s), the textbook(s) shall revert to the City and shall be placed in the appropriate departmental library. In no case shall the reimbursement exceed $150.00 per course. Employees must present official school receipts indicating the cost of tuition and textbooks for the course."

Section 38.0 - LONGEVITY PAY

38.1 - 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.

Employees hired after March 27, 2009 will not receive longevity pay.

38.2 - 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.

38.3 - Longevity pay shall be made by regular check for the full amount paid and shall be paid no later than November 15 of each year.

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

38.5 - 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, the employee must have 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.

38.6 - 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.

38.7 - In the event of termination, either through retirement or demise, the employee shall be entitled to receive that longevity pay for which he was eligible as of December 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.

38.8 - In the event of lay-off, 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 lay-off occurs. Such payment shall be determined by the ratio formed between a full year of service and that portion of the year actually served.

Section 39.0 - SUSPENSION OF LEAVES

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

Section 40.0 - SAFETY AND SANITARY CONDITIONS

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

40.2 - The Employer will provide adequate first aid facilities.

40.3 - 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.

40.4 - Each marked scout car in the Department shall be equipped with an electronic shotgun locking device which positions the shotgun in an upright or vertical position. When a uniformed officer is assigned to road patrol, it shall be his/her option to carry in a suitably equipped available marked scout car a shotgun properly locked in place with one of the above-mentioned locking devices. For officers exercising the option to carry a shotgun on patrol, said shoulder weapon shall be checked out each day and placed in the locking device. Officers exercising this option shall upon return to the station and coming off duty each day, remove said gun from the locking device and check it back in at the station.

40.5 - **Car Assignments - Uniform Bureau Patrol Division**

(a) **Day shift** car assignments shall be one-officer assignments except when two-officer cars are determined appropriate or necessary by the ranking shift supervisor or higher Police Department authority.

(b) Under normal operating conditions, **Afternoon** and **Midnight Shift** Supervisors shall utilize two-officer car assignments under the following parameters:

(1) After five one-officer regular shift car assignments are made.

(2) Officers with three (3) or more years seniority may volunteer to ride as a second officer in a car assignment, with the car assigned determined by the Shift Supervisor or higher Department authority.

(3) Officers with less than three (3) years seniority may be assigned as a second officer in a car at the Shift Supervisor or higher Police Department Command Officer's discretion.

(c) The Department reserves the right to assign additional one-officer cars over and above the five (5) listed in 43.5(b)(1) where circumstances otherwise require. Personnel assigned to dispatching duty shall be directed not to dispatch one-officer units on known trouble calls.

40.6 - If a vehicle assigned to any employee shall be considered by said employee to be defective or unsafe for use during any tour of duty, that employee shall cause such condition to be promptly brought to the attention of his/her commanding officer. The commanding officer shall then promptly make a determination as to the condition of the vehicle and shall at that time determine and take the responsibility upon himself/herself whether the condition constitutes a violation of City Ordinance, State or Federal law or is safe for use as a police vehicle.

40.7 - All marked and semi-marked patrol vehicles purchased or acquired for use by an employee on duty shall be equipped with the "police package", including AM radios, one bullet proof vest (soft armor type), air conditioning and protective shields, excepting radar cars if such shield would interfere with the radar operation. In all new vehicles purchased after the execution of this contract, such "police package" shall include power windows, door locks, and if available cloth bucket seats, or split bench seats.

40.8 - In order to promote safety for employees and the citizens of Royal Oak, each employee who is required during the course of employment to drive a patrol vehicle or traffic control vehicle shall receive specialized training in defensive driving techniques and emergency pursuit techniques, said courses shall be paid for at the employer's expense.

40.9 - The Employer shall provide adequate base radio, portable or prep radio equipment and police car radio equipment for the employees. Said equipment shall be periodically tested and overhauled to assure its effectiveness. An adequate number of prep or portable radios which are capable of transmitting and receiving anywhere in the City limits of Royal Oak shall be available to the patrol and traffic safety sections. Base radio equipment, including police car radios, and prep or portable radios, shall be tested by the manufacturer or a manufacturer's representative according to the following protocol:

(a) A manufacturer's field technical representative, or mutually agreed equivalent, shall conduct a sweep two times per year, at intervals of six months, of the City of Royal Oak police radio system, to determine the status and condition of said system. Said sweeps in the ordinary course shall not last longer than a single business day. This provision shall be reviewed upon installation of a new radio system.

(b) The City shall make the repairs, changes or improvements recommended by the manufacturer's field technical representative as soon as practicable and shall provide notice to the union upon completion of the work done pursuant to the recommendations.

(c) If the repairs, changes or improvements recommended by the manufacturer's field technical representative are not satisfactorily accomplished by the time of the next sweep, the City shall let said repairs, changes or improvements to a manufacturer-authorized agency outside the City of Royal Oak Employment Force.

(d) Any other change or repair where the City has had independent notice by way of a written complaint in the interim between sweeps shall be handled as expeditiously as possible. Any necessary repairs that are so brought to the City's attention, and confirmed by the manufacturer's field technical representative, shall be completed within 60 days thereafter. If the work is not completed within that time by City employees, then the City shall cause the repairs to be made by a manufacturer-authorized agency outside of the City forces.

40.10 - **Auxiliary Police**

(a) Auxiliary Officers shall be authorized to only perform the following duties: crowd control, traffic direction, and public information officer for certain activities within the City. These activities shall

include, but not be limited to Halloween, Haunted Forest, Christmas CBD patrol, Oak Apple Day, the garage sale, parades, sports activities and similar community activities.

(b) Auxiliary Officers will not be authorized to perform regular police duties, or to act as a backup to sworn officers, except in emergency situations where mutual aid has been exhausted, and where the situation indicates a potential hazard to the regular officer.

(c) Their duties shall not be expanded except by mutual agreement, nor shall they be assigned to act as a second man with sworn officers.

Section 41.0 - SEPARABILITY OF CONTRACT

41.1 - 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 42.0 - WAIVER OF BARGAINING DURING CONTRACT TERM

42.1 - 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 43.0 - ATTENDANCE - COURT TIME

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

43.2 - 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 (l/4) of an hour for each fifteen (15) minutes or fraction thereof, of each day, or portion of each day.

43.3 - An employee who is subpoenaed to appear in court for a criminal or civil matter at a time other than his/her normally scheduled duty hours may remain at home when placed on "stand-by" status until notified by the officer in charge of the case. The employee shall be compensated for a minimum of four (4) hours of overtime at one and one-half (1-1/2) times his/her basic hourly rate. The employee shall receive overtime pay for time spent on stand-by beyond the four hour minimum until he/she is released by the OIC. If notified to appear in court, the employee will receive additional overtime pay for any time the employee remains in court beyond the four hour minimum. The employees shall notify the OIC of how and where they can be reached while on standby.

Section 44.0 - WAGES & COST OF LIVING

44.1 - The general wage scale for all bargaining unit members shall be increased, fully retroactive to the date and in the amounts as follows:

Officers & PSA's

Effective first full pay period after 6/1/12	2.5% wage reduction
Effective 7/1/12	0% increase in base wage

Eligible members of the Patrol Officers Union who retire on or before October 31, 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.

Newly hired Patrol Officers hired after ratification of this agreement who have two (2) or more years of full time service as a Law Enforcement Officer will start at Step E of the wage scale and remain at that step until that Officer's 2½ year anniversary at which time they will proceed to Step F.

44.2 - This general wage provision shall be subject to any then existing Federal guidelines pertaining to permissible increases in wages and fringe benefits. It is further agreed that the City will join with the Association in any appeals to the Internal Revenue Service or any other administrative body, if such becomes necessary in implementing the wage portion of this Agreement.

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

44.4 - 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.

44.5 – There will be 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 45.0 - SHIFT PREMIUM

45.1 - Sworn officers and Police Service Aides working during the afternoon and/or midnight shift shall be paid shift premium at the following rates:

(a) Premium pay of three and one-half (3.5%) percent of base pay per hour for working during the afternoon shift.

(b) Premium pay of four and one-half (4.5%) percent of base pay per hour for working during the midnight shift.

45.2 - 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 P.M. or occurring between the hours of 2:00 P.M. and 11:00 P.M.

(b) **Midnight Shift**: Midnight Shift is hereby defined as any full time shift commencing at the hour of 11:00 P.M. or occurring between the hours of 10:00 P.M. and 7:00 A.M.

45.3 - Notwithstanding any provisions contained herein, employees assigned to regular daytime assignments between the hours of 7:00 A.M. to 5:00 P.M. shall not receive any premium.

45.4 - For sworn officers, shift premium shall be based upon the maximum of the pay range for the classification.

45.5 - Employees receiving shift premium who are required to work overtime shall receive their regular shift premium for actual hours worked.

Section 46.0 - RETIREMENT

46.1 - Sworn Officers shall receive a monthly level straight life equal to the retiring member's credited years of service multiplied by 2.8% for all years of service (75% cap) of the retiring member's final average compensation. For all members hired on or after June 1, 2012, the 2.8% multiplier above will be reduced to 2.5% prospectively.

46.2 - Sworn officers with twenty-five (25) years of credited service, regardless of age, may retire and receive a full pension under the provisions of this section except as noted below.

For members hired on or after June 1, 2012, a member must have at least 25 years of actual service to be eligible to retire and receive a pension. This is actual service and does not include the purchase of service time.

46.3 - A sworn officer's pension at time of retirement shall not be greater than 75% of his final average compensation.

46.4 – Deleted effective March 27, 2009.

46.5 – The Police 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 June 5, 2012 the contribution to the pension will be 6%.

46.6 - Police Service Aides:

(a) Employees may retire at age fifty (50) with twenty-five (25) years of credited service or age fifty-five (55) with twenty (20) years of credited service.

(b) Effective June 1, 1991, eliminate the five (5) percent reduction for Option D.

(c) The employee's contribution from compensation as described in Section 32(b)(3) of Royal Oak Ordinance 76-7 shall be 2.0%-4.0% effective July 1, 2008, 2.5%-4.5% effective July 1, 2009, and 3.0%-5.0% effective July 1, 2010. Effective June 5, 2012 the contribution to the pension will be 4.0% - 6.0%.

(d) Retiring Police Service Aides shall receive a monthly level straight life pension equal to the retiring member's years of credited service multiplied by 2.5% of final average compensation for the first twenty (20) years and 2.2% for each year thereafter.

(e) Effective July 1, 1999, the Social Security offset used to calculate PSA pensions will be eliminated.

46.7 - Employees in this bargaining unit shall be permitted to participate in the "annuity withdrawal" program to the same extent under the same conditions as employees in the firefighter bargaining unit.

46.8 **Employer Pick Up:**

(a) The City shall pick up the employee contributions required of Police Officers Association 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.

The effective date of this provision shall be immediately following contract signing provided that 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. The City shall provide a revised W-2 form to reflect all of the above changes, as soon as possible after IRS approval.

(b) With respect to the Plan Amendment and the "pick up" of employee pension contributions set forth in paragraph A 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.

46.9 - Effective June 1, 1988 the five (5) percent reduction in retirement allowance for the survivor spouse coverage shall be ended.

46.10 - Members of the bargaining unit shall be permitted to purchase up to three (3) years of service credit with the City for active-duty military service or previous public sector full-time experience (federal, state or local) rendered prior to employment with the City. Members of the bargaining unit shall have up to June 30, 2009 to commit for the purchase of said service credit and shall have until June 30, 2011 to complete the purchase of said time. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 2011, the employee's spouse shall have the option to complete said payments within 30 days of the death. Purchase of said time may begin after signing this Agreement and may be by means of payroll deduction. The service time purchased shall not be subject to the annuity withdrawal provision under Section 51.4. Service credits purchased under this provision shall have no application to any other provision of the collective bargaining agreement. Total time purchased under this and previous buy back options cannot exceed three (3) years.

46.11 – Final average compensation is one twenty-fourth (1/24th) of the greatest aggregate amount of

base salary, longevity and holiday pay paid a member for twenty-four (24) consecutive months of credited service contained within the last one hundred twenty (120) months of credited service. Effective July 1, 1999 final average compensation shall also include 120 hours of sick time and PB days. Effective July 1, 2002, up to 200 hours shall be rolled into FAC from the employee's vacation bank and accrued vacation time. For members hired on or after June 1, 2012, Final Average Compensation shall be based on the three (3) highest of the last ten (10) years.

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.

46.12 – **PENSION MORATORIUM:**

After ratification of this Agreement, there will be a moratorium for both the Union and the City on changes to the pension formula through the contract period ending June 30, 2016. This Moratorium shall not prohibit the parties from reaching a mutual agreement to negotiate changes in the above or to waive the provisions of this Section. The parties further agree that this Moratorium does not prohibit the parties from negotiating, mediating or arbitrating wage or benefit changes which may impact the amount of pension paid under the existing formula.

Section 47.0 - DISCIPLINARY PROCEEDINGS AGAINST ASSOCIATION MEMBERS

47.1 - 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.

47.2 - 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:

(a) 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.

(b) The officer shall be advised of his/her right against self-incrimination and of his/her right to legal counsel.

(c) 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 officer shall be suspended until a written order to answer is issued which would subject him/her to possible disciplinary action which could include discharge for refusal to answer.

(1) All written answers to the above-mentioned charges will be subject to and include a reservation of rights.

(d) The officer and his counsel, if any, shall be entitled to a written statement of the charges against the officer, which are being investigated upon demand for same. Any such statement of charges may

be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement, or amended or amplified statement of charges.

(e) 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.

(f) 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, unless ordered by a court of law.

(g) Any and all 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.

47.3 - Disciplinary action placed in the Employee's file shall be subject to the following:

(a) 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 request.

(b) Written reprimand removed after two years from date of discipline. If no additional discipline is enacted, it is removed from officer's file at the officer's request.

(c) One to five day suspension removed after three years from date of discipline. If no additional discipline is enacted, it is removed from officer's file at the officer's request.

(d) Greater than five day suspension removed after six years from date of discipline. If no additional discipline is enacted, it is removed from officer's file at the officer's request.

(e) 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.

47.4 - 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 completed and disciplinary action imposed.

Section 48.0 - EMPLOYEE'S BILL OF RIGHTS

48.1 - 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.

(a) 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.

(b) The 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.

48.2 - The Employer or agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversations between the Employer and any member during an interrogation unless disclosure of such device is made to the member prior to such conversation.

48.3 - 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.

48.4 - Members shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations or the heads of such 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.

48.5 - No member shall be required or requested, for purposes of assignment or other personnel action, to disclose any item of his/her property income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/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 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.

48.6 - 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 or recommendation, upon written request during normal business hours construed to be 9:00 A.M. - 5:00 P.M., Monday through Friday excepting holidays.

(a) The employee's files shall not be made available to any person or organization other than the employer and employee without the employee's written expressed consent unless required by law, court order, or this contract or matters where the City is a defendant. If released, as a requirement of law, court order, this contract or matters where the City is a defendant, the employee will be notified in writing of who the information was released to, what information was released, and why. Release of information from the file to insurance companies and third party administrators for purposes of maintaining insurance, pension and other benefits for the employee shall be exempt from this requirement.

48.7 - 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 interrogation 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 and name of the officer in charge of the investigation, in 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. The employee, or the Association at the employee's request, shall be provided with a tape, and if prepared, a written transcript of the interrogation at the conclusion of the investigation.

(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 rights prior to the commencement of the interrogation.

(h) Any member, at his/her request, shall be afforded reasonable opportunity for representation by legal 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.

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

(a) Any statement made as a result of an order of the Chief or one of his/her 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 unless ordered by a court of law.

48.9 - Members will not be deprived of liberty or property without due process of law or denied the equal protection of the laws.

48.10 - 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.

49.11 - No member may be assigned or utilized to investigate other unit members for the sole purpose of departmental discipline.

Section 49.0 - PROCEDURE FOR EVALUATION PROMOTIONAL TESTING SEC.

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

49.2 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	B	C
1 point	½ point	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.

49.3 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 the 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.

49.4 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 of criteria for promotion and will, if required by Section 1093) and 11 of the pubic 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.

49.5 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.

Section 50.0 - DEFERRED COMPENSATION PLAN

50.1 - 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.

Section 51.0 - PARKING

51.1 - Free parking in the area designated below shall be provided for ROPOA 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 52.0 - DURATION OF AGREEMENT

52.1 - This Agreement shall be effective 12:01 A.M. on July 1, 2011 and expire at 11:59 P.M. on June 30, 2013. 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.

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

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

53.0 – PUBLIC ACT 4

53.1 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.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day, month and year first written above.

WITNESSES:

CITY OF ROYAL OAK

James B. Ellison, Mayor

Melanie Halas, City Clerk

ROYAL OAK POLICE OFFICERS ASSOCIATION

James Stehlin
President

Brian Zelakiewicz
Vice President

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CITY OF ROYAL OAK

ROPOA - SALARY SCHEDULE
Effective
June 10, 2012

DECREASE: 2.5%

CLASSIFICATION	RATE	A	B	C	D	E	F	G	H	I	J	K
		A	B	C	D	E	F	G	H	I	J	K
POLICE OFFICER (Hired June 1. 1991 & after)	Hourly:	20.5618	21.2804	22.0257	22.7967	23.5945	24.4210	25.2750	26.1596	27.0753	28.0231	29.0035
	Bi-Weekly:	1,644.94	1,702.43	1,762.06	1,823.74	1,887.56	1,953.68	2,022.00	2,092.77	2,166.02	2,241.85	2,320.28
	Annual:	42,768.44	44,263.18	45,813.56	47,417.24	49,076.56	50,795.68	52,572.00	54,412.02	56,316.52	58,288.10	60,327.28
(semi-annual increases)												
POLICE SERVICE AIDE	Hourly:							18.4105	18.8709	19.3424	19.8285	20.3234
	Bi-Weekly:							1,472.84	1,509.67	1,547.39	1,586.28	1,625.87
	Annual:							38,293.84	39,251.42	40,232.14	41,243.28	42,272.62
(semi-annual increases)												

PARKING METER ENFORCMENT OFFICER	Minimum:	14.50	hour
	Maximum:	15.50	hour

Annual increments of $0.50 to maximum (on anniversary date)