

TENTATIVE AGREEMENT

CITY OF ROYAL OAK

AND

**CITY OF ROYAL OAK POLICE
COMMAND OFFICERS ASSOCIATION**

July 1, 2006 through June 30, 2011

June 24, 2009

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COMMAND OFFICERS ASSOCIATION**

July 1, 2006 through June 30, 2011

June 24, 2009

1. **Duration:** 5 years.

2. The general wage scale for all bargaining unit members shall be increased, fully retroactive to the dates and in the amounts as follows:

July 1, 2006	1.5%
July 1, 2007	2.5%
July 1, 2008	3.0%
July 1, 2009	2.5%
July 1, 2010	2.0%

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

4. **Health Insurance:**

The medical insurance plans described in the Contract will be supplanted by these plans: The City shall provide and pay the full premium for Blue Cross Blue Shield Community Blue Plan 2 (or similar insurance thereto which may be secured at the option of the City provided that the benefits are at least identical to the benefits described herein) for

employees, spouse and eligible dependents; the prescription drug rider for all medical insurance plans in which employees may enroll under this agreement will be a formulary drug card with a \$10 co-pay requirement for generic prescription drugs and a \$20/30 co-pay for two tiers of name brand drugs, and will include a mail order option that is MOPD 2, with mandatory mail-in for maintenance drugs if available from the carrier; and the City is authorized to provide such medical insurance and prescription drug coverage through self-insurance or wrap-around plans, provided that the benefits thereby provided are identical to those provided under Community Blue Plan 2 and the prescription drug coverage specified herein. (These provisions apply in the active and retiree sections and match Patrol).

5. **Retirement:**

Members of this bargaining unit shall contribute the following:

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

6. **Education Reimbursement:** Please see attached.

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

NEW PROVISION TRAINING AND EDUCATION

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

1.1: This program is offered to encourage Employees to improve their job skills, to increase their value to the City and to assist them in preparing for future advancement with the City. The scope of the program does not include special seminars or "Short Courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training. In no case does this supersede any departmental regulation regarding in-service training.

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

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

- A. Prior to commencing any courses and/or curriculum, the Employee must have prior approval from the Chief of Police and City Manager. Revisions must also have prior approval. Approval for any of the above shall not be unreasonably denied and shall be subject to the provisions of this Article.
- B. Application for Education Assistance may be made by any full time permanent Employee who has completed his designated probationary period in the Command Bargaining Unit. Applications must be submitted at least thirty (30) days before registration to allow the City ample time to review the Employee's request.
- C. Applications will be considered if the Employee is eligible for or receiving funds for the same course from any other source for books, tuition or fees, however, reimbursement under this program shall be limited to the difference between the other funds for which eligible

or received for the same course and reimbursement in accordance with Section F of this article.

- D. Application will be approved only for course work directly related to the Employee's present job or directly related to a promotional position. Application will be approved only for courses required to obtain a degree in Police Science, Criminal Justice, Management, Business, Finance or Public Safety Administration. The City may approve a course of study outside these areas if it believes at its sole discretion it will advance the career of the Command Officer. The parties specifically agree that a Law Degree does not qualify under the provisions of this Article.
- E. Reimbursement shall be made only for course work completed at accredited colleges or universities.
- F. Reimbursement shall be for credit courses at the rate per credit for that school or at a rate for any Michigan public university or college subject to the limitations below. Reimbursement will be at that school's rate or at a rate not to exceed the Wayne State University rate or Oakland University's tuition rate, whichever is higher. Reimbursement will also include mandatory course fees which are subject to this same limitation. At a private university or college, any amount above the tuition or fees above is the participant's responsibility. However, there shall be a One Hundred Dollar (\$100.00) limitation per participant per fiscal year for non-credit courses.
- G. Reimbursement for tuition and mandatory course fees shall be according to the following schedule:
 - 100% reimbursement for courses completed with "B" or better numerical equivalent.
 - 50% reimbursement for courses completed with "C" or numerical equivalent.
 - 0% reimbursement for courses completed with a grade less than "C."
- H. Reimbursement for non-graded course, i.e., satisfactory completion will be computed at one hundred percent (100%) reimbursement.
- I. One hundred percent (100%) reimbursement on required text books of courses completed with a "C" numerical equivalent or better

grade. The member will, however, be required to sell all text books, if possible, back to the School or Book Store and return any such funds to the City as a result of that sale.

J. Limitations on Approval of Courses & Reimbursements:

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


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

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



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

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

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

CITY OF ROYAL OAK
 7/7/09
BY: _____ DATE

BY: _____ DATE

ROYAL OAK COMMAND OFFICERS ASSOCIATION
 7-7-09
BY: _____ DATE
 7-7-09
BY: _____ DATE

Synopsis - Royal Oak City Commission - July 06, 2009**6:00 PM - City Manager Selection Committee****6:30 PM - Closed Session - Collective Bargaining,
Attorney-Client Privilege, Pending Litigation****7:30 PM - Regular Meeting**

1. Call to Order
2. Invocation by Commissioner Lelito
3. Pledge of Allegiance
4. Announcements
5. Public Comment
6. Solution Today
7. Approval of Agenda Ginotti/Drinkwine – adopted unanimously
8. Consent Agenda – Ginotti/Drinkwine – adopted unanimously
 - A. Minutes of June 2, 2009 Administrative Hearing and June 15, 2009
 - B. Claims
 - C. Purchase Orders
 - D. Monthly Investment Report for June 2009
 - E. Special Event Permit: Steppin' Out Walk – September 20, 2009
 - F. Special Event Permit: Steppin' Out Silent Auction Fundraiser: 9/12/2009
 - G. Special Event Permit: Grand Opening of Love Child, A Neighborhood Kid, 7/26/09
 - H. Special Event Permits: Dream Cruise
 - I. Traffic Signal Funding Agreement with Beaumont Hospital, 13 Mile and Hillside Signal
 - J. CDBG Paving Contract Award
 - K. License Agreement for 333 N. Troy St. Retaining Wall
 - L. Request for Designation of Non-Profit: Wellspring of Hope Foundation
 - M. Licensing and Support Agreement with BS & A
 - N. Contract for Oakland County Equalization Division Assistance Services
 - O. Liquor Control Ordinance (Bistro), Second Reading
 - P. Recommendation to Exercise Option on Audit Contract
 - Q. Miss Royal Oak Pageant
 - R. Second Amendment to the Pilot Ordinance for the Village of Royal Oak, First Reading
9. Private Parking Lot Permit Ordinance Repeal, First Reading – Hold over to 7/20/09
10. Recommendation to fill City Commission Vacancies on Boards/Committees:
 - A. Liquor Control Commission – Mayor Ellison as Alternate – adopted unanimously
 - B. Ice Arena Oversight Committee – work through Mayor
 - C. Retirement Board – work through Mayor
 - D. Rehabilitation Board of Appeals – work through Mayor
11. Establish Procedure to Fill City Commission Vacancy – no action taken.
12. Tentative Agreement with Royal Oak Command Officers' Association – Drinkwine/Ginotti adopted unanimously
13. MMRMA Insurance Renewal – Ginotti/Drinkwine – adopted unanimously
14. Underground Storage Tank Liability Insurance – Ginotti/Drinkwine – adopted unanimously
15. Review of June 2nd Administrative Hearing, as requested by Commissioner Lelito – No action
16. Discussion of Ethics and Ordinance Amendments, as requested by Commissioner Semchena – Semchena/Ginotti to refer the items listed below to the City Attorney. Friendly Amendment to include Commissioner Lelito's six items he brought forth in item #15 to the City Attorney for an opinion.
 - A. Prohibit a member of a City Board/committee, City Commission, or Authority, from acting as an advocate before the board they serve on.
 - B. Prohibit Temporary Zoning Variances.
 - C. Define how City Commissioners interact with Appointees on City Boards, Commissions, or Authorities.

Mayor Ellison asked City Attorney Gillam to report back to them at the next City Commission meeting regarding one of Commissioner Lelito's items listed in item #15 regarding the alleged allegations of a current ZBA member.

Adjourned at 9:15 PM.