AGREEMENT ENTERED INTO BETWEEN THE

CITY OF ROYAL OAK

AND

LABOR COUNCIL MICHIGAN

FRATERNAL ORDER OF POLICE

REPRESENTING

THE ROYAL OAK DETECTIVES' ASSOCIATION

July 1, 2004 - June 30, 2007

AGREEMENT

This agreement, entered into on this _____ between the CITY OF ROYAL OAK, MICHIGAN, hereinafter referred to as the "EMPLOYER", and the LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE, hereinafter referred to as the "UNION" and the ROYAL OAK DETECTIVES' 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, the Union 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, the Union and the Association encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

l.4 - The parties recognize the Royal Oak Detectives Association as members with the rank of Detective. The parties further recognize the Labor Council Michigan Fraternal Order of Police as the certified bargaining agent.

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 Union and 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 provisions of Act 336, Public Acts of 1947, and as last amended, the State of Michigan, employees of the City of Royal Oak have the right to organize and to join a Union and form 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 Union, Association or the Employer because he/she maintains or terminates membership in the Union or Association, holds any office in the Union or Association, bargains for the Union or 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, the Union 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 Union or Association, to maintain or to terminate membership in the Union or 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 Union or Association membership shall be discriminated against because of race, creed, color, national origin, age, sex, marital status, number of dependents, or political affiliations.

4.5 - It is understood that the services performed by the City employees are essential to the public health, safety and welfare of the community. The Union and Association, therefore, agree that during the term of this Agreement, the Union and 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 Union and Association as the sole and exclusive collective bargaining representatives 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 with the rank of Detective.

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.

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.

6.4 Any prior letter of agreement or understanding between the Employer and the Association, which is not made a part of this Agreement, shall be null and void. Any letter of agreement or understanding between the employer and the Association which is made during the life of this Agreement which is not made a part of the subsequent Agreement shall become null and void upon the signing of said subsequent Agreement.

Section 7.0 - ASSOCIATION MEMBERSHIP

7.1 - The Employer recognizes the right of the Union and 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 Union and Association are 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 Union and Association.

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 and Union membership dues and/or service fees levied in accordance with the Constitution and By-Laws of the Association and the Union 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 Detectives' Association, the sum of $_____ monthly, or such other and different sum as may be lawfully established by action of such Association taken in accordance with its Constitution and By-Laws, in payment of my membership dues, and/or service fees.

DATED _____ _____
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/her after deductions have been made from pension, social security and/or other deductions authorized by the employee, as may be required by law, the Association dues for a particular deduction period will be collected by the Association directly from the employee.

8.6 - Employees covered by this Agreement shall be required as a condition of employment, to either become members of the Union and Association or pay the equivalent of the Union and 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 and Association agree 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 and a representative of the Union.

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

9.3 - 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 Detectives' Association negotiating team be entitled to overtime for negotiating sessions.

Section 10.0 - RESOLUTION OF DISPUTE PROCEDURE - Definition

10.1 - A dispute shall mean a complaint by the Union or 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 Resolution of Disputes Procedure without fear of reprisal or without prejudice in any manner to his/her employment status.

10.5 - **Presentation of Grievances**: An employee having a grievance may present same as listed below. However, a grievance presented by an employee for discipline received shall be initiated at the **STEP IMMEDIATELY ABOVE** that of the command supervisory rank at which the discipline was issued. Any grievance initiated above Step 1 shall be reduced to writing and submitted **upon a mutually accepted form** (Exhibit A).

Step 1 An employee having a grievance shall first take up the matter orally with his platoon/unit Command Officer with or without the employee's Association representative present, at the employees' option. The date and time of this oral grievance shall be mutually noted by the employee and the Command Officer. The platoon/unit Command Officer shall furnish an oral reply within seventy-two (72) hours (excluding Saturdays, Sundays and Holidays.)

Any grievance not taken up with the platoon/unit Command Officer within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the dispute, shall not be entitled to consideration. Grievances resolved at this step shall not be construed to establish past practice.

Step 2 If a satisfactory settlement is not reached in Step 1, the employee may, within seventy-two (72) hours after receipt of the oral answer (excluding Saturdays, Sundays and Holidays), present the grievance to the Bureau Commander for review. The grievance shall be reduced to writing and submitted to the Bureau Commander **upon a mutually accepted form**. The Bureau Commander shall furnish the Association representative with a written answer to the grievance within seventy-two (72) hours (excluding Saturdays, Sundays and Holidays.)

If a grievance is initiated at this step, the grievance must be initiated within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the dispute, or the incident shall not be entitled to consideration.

Grievances resolved at this step shall not be construed to establish past practice.

Step 3 If a satisfactory settlement is not reached in Step 2, the employee may, within seventy-two (72) hours, 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 seventy-two (72) hours (excluding Saturdays, Sundays and Holidays).

If a grievance is initiated at this step, the grievance must be initiated within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the dispute, or the incident shall not be entitled to consideration.

Step 4 If a satisfactory settlement is not reached in Step 3, the Association representative may submit the matter to the Human Resource Director of the City within seventy-two (72) hours, after receipt of the Department Head's disposition (excluding Saturdays, Sundays and Holidays). The Human Resource Director shall, upon receipt of the dispute, make written disposition of same within seventy-two (72) hours (excluding Saturdays, Sundays and Holidays).

If a grievance is initiated at this step, the grievance must be initiated within ten (10) days after the aggrieved acquires knowledge of the incident giving rise to the dispute, or the incident shall not be entitled to consideration.

Step 5 If a satisfactory settlement is not reached in Step 4, the Union and Association may submit the matter to the City Manager within seventy-two (72) hours following receipt of the Human Resource Director's written disposition of the dispute (excluding Saturdays, Sundays and Holidays). The City Manager shall, upon receipt of the dispute, make written disposition of same within five (5) days (excluding Saturdays, Sundays and Holidays).

Step 6 In the event the dispute is not settled in Step 5, the Union and Association, through the Association Secretary or President, the Union shall have thirty (30) days in which to invoke arbitration in those cases where arbitration is permitted. Arbitration can be invoked only in the following manner:

(a) Notice to the City within thirty (30) days after receipt of disposition at Step 5, 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 Federal Mediation and Conciliation Services Arbitration Services Program. 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/herself with the interpretation and application of the terms of this Agreement.

(d) The expense of such impartial arbitrator shall be shared equally by the City and the Union.

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

10.7 - All proceedings before the arbitrator shall be conducted in accordance with the voluntary labor relation rules of the Federal Mediation and Conciliation Service. The arbitrator shall hear the evidence in the case submitted. The decision of the arbitrator, upon any question permitted by this Agreement, shall be final and binding upon both parties.

10.8 - The Association shall furnish the City 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.

10.9 - A grievance with respect to any disciplinary action, up to and including discharge, must be presented, in writing, to the Human Resource Director of the City, within seventy-two (72) hours (Saturdays, Sundays and Holidays excluded) of the imposition of the discipline complained of. Such grievance shall, thereupon, be processed in accordance with the Grievance Procedure, commencing at Step 4 and shall, if not settled in Steps 4 or 5, be subject to arbitration in Step 6, in the same manner as any other grievance, it being further understood that the jurisdiction of the arbitrator with respect to any such grievance shall be exclusive of the Civil Service Board, anything to the contrary in Ordinance No. 314 notwithstanding.

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

Section 11.0 - SENIORITY - GENERAL

11.1 - Newly promoted Detectives shall be probationary employees for a period of one (1) year. During such probationary period, the probationer shall, if not successful in completing probation, be returned without loss of Departmental seniority to his/her previously held classification without recourse to the Grievance Procedure. Upon completion of his probationary period, the employee shall have seniority as of his/her date of promotion.

11.2 - Seniority shall not be affected by race, creed, color, national origin, age, sex, marital status, dependents of the employee, or political affiliation.

11.3 - In the case of rehiring a former employee, previous service performed on a full-time, permanent status shall be recognized providing the employee is rehired under the provisions of the Civil Service Ordinance (Ordinance 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.

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 three (3) consecutive working days without notifying the Employer.

(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.

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 a department and lay off employees. The provisions for such procedures are contained in Ordinance No. 314 (Civil Service Ordinance) and the Rules of the Civil Service Board. Employees covered by this agreement may elect to return to a previously held position in accordance with the provisions of Ordinance No. 314.

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

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

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

14.5 - The Employer may assign uniform patrol personnel to the Detective Bureau. Said uniform patrol personnel will be assigned work which is also performed by bargaining unit members.

Section 15.0 - WORK SCHEDULE/STAND-BY TIME

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.

15.4 - An individual may remain at home when placed on "stand-by" status until notified by the officer in charge of the case. While on stand-by the Detective will be compensated with three (3) hours of overtime at 1 1/2 times pay rate. If notified by the officer in charge to appear in court the Detective will then receive a minimum of four hours overtime at 1 1/2 times pay rate.

(a) It is understood that members of this Association will not receive both "stand-by" court pay and regular overtime pay for appearing in court on the same day.

15.5 – The Department may establish an on-call Detective Program in accordance with the following:

(a) The on-call Detective assignment shall be from 8:00 a.m. Monday until 8:00 a.m. on the following Monday. The on-call Detective shall carry and respond to a Department issued cell-phone and/or pager and be available to respond twenty-four (24) hours a day. The Detective shall maintain the ability and availability to respond within the reasonable time required by the Department.

(b) The on-call Detective will receive <u>forty ($40.00) dollars effective July 1, 2004 and forty-five ($45.00) dollars effective July 1, 2005</u> for each day he/she serves as the on-call Detective.

The on-call Detective will have use of a Department vehicle for the week that he/she serves as the on-call Detective.

(c) The Department will post a schedule at least three (3) months in advance showing the on-call Detective assignments for each unit member during such period. All unit members wil be assigned to the on-call Detective assignment on a rotating weekly basis.

(d) Unit members may voluntarily trade or obtain a unit member to replace him/her for their on-call Detective assignment days or full assignment weeks provided that advance written notice is submitted to the designated Department representative. In the event a unit member is unable to fulfill his/her obligations as the assigned on-call Detective for any assigned period of time, such unit member shall be responsible for obtaining a unit member to replace him/her for such period.

(e) A unit member's failure to meet his/her obligations under this section will result in a forfeiture of the on-call payment for the week and/or disciplinary action.

Section 16.0 - OVERTIME

16.1 - Personnel who are required to work more than a regular tour of duty in any one day or leave days exclusive of the first ten (10) minutes worked prior to the start of the tour of duty, which time is usually utilized for roll call, shall be paid for such overtime or permitted compensatory time off at the rate of one and one-half (1 1/2) times their current basic hourly wages.

16.2 - The term "basic hourly wage", whenever used in this Agreement, means the quotient of the employee's base annual rate divided by the number of hours in the standard work year. The following standard work year is recognized 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. In the event that a determination is made by the Department that an eligible person was improperly passed over for an overtime assignment, the person shall be allowed to work an equivalent amount of overtime duty. The person shall make arrangements with his or her Unit Supervisor to work the overtime within seven (7) working days of the decision to correct the error. The Unit Supervisor may assign the employee to duties as needed.

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 - Employees shall have the option of taking compensatory time off in lieu of receiving payment for overtime. Employees who elect to take pay in lieu of receiving compensatory time off shall notify the

Chief of the Department in writing of their election. The taking of compensatory time shall be allowed during the fiscal year as long as it does not interfere with the operation of the bureau. Provided, that no compensatory time off shall be allowed after June 1 of the fiscal year earned, nor may an employee carry-over compensatory time from one fiscal year to the next succeeding fiscal year. Any compensatory time not utilized by June 1 shall be paid to said employee at the rate of pay in effect as of June 30 of the fiscal year, in a lump sum payment no later than July 15 of the next fiscal year. The Association shall hold the City harmless for any legal challenges to the compensatory time program.

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 at a normal mealtime, and cannot be released from duty to have said meal at home, or whose work requires that he/she be out of the City during said mealtime, he/she will receive a meal allowance of Ten Dollars ($10.00) per meal.

17.4 - 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.

17.5 - 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.

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

Section 18.0 - DUTY - NON-DUTY DISABILITY

18.1 - 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 become 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 the base monthly salary applicable to his/her position at the time of separation from the department. 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). 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; any earnings in excess of said amount will cause an offset in benefits provided herein of $.50 on the dollar.

18.2 - Any permanent or probationary employee who becomes totally disabled due to a permanent, physical, duty related disability, excluding psychological disability, which precludes that person from performing any reasonable, gainful employment, in light of the extent of the disability, either within the

City or outside the City, then that person shall be eligible for a monthly payment of 66 2/3% of his or her base monthly salary, which shall be adjusted on an ongoing basis in accordance with negotiated salary increases. The amount of this benefit shall be offset by any Workers' Compensation benefits receivable by the employee. These monthly benefits will continue until the sworn employee reaches age fifty five (55). At any point in which the employee qualified under this subsection becomes able to engage in any reasonable, gainful employment, his/her benefit entitlement shall commence to be provided under subsection 18.2, 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.

18.3 - 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.

18.4 - Any employee who loses his/her life in the performance of his/her duty as a detective or who dies as a direct result of an injury incurred in the performance of his/her duty as a police detective, 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.

Section 19.0 - RESERVED FOR FUTURE USE

Section 20.0 - REST PERIODS

20.1 - 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 21.0 - CLOTHING CLEANING ALLOWANCE

21.1 - Employees of the bargaining unit shall be entitled to a clothing cleaning allowance of Eight Hundred Seventy-Five ($875) Dollars. Payment shall be made no later than July 15 of each year. The City of Royal Oak will reimburse a Detective up to a maximum of $100.00 per year of the contract for damage to clothing which occurs in the course of their employment.

Section 22.0 - BULLETIN BOARD

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

Section 23.0 - OTHER EMPLOYMENT AND CONFLICTS OF INTEREST

23.1 - 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.

23.2 - 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.

Section 24.0 - RETURN OF CITY PROPERTY

24.1 - 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/she may have in his/her possession. Failure to return City property may result in the employee's final check being held up with deductions being made for the value of the property.

Section 25.0 - ACCIDENTS

25.1 - All personal duty related injuries and illnesses, 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 injuries and illnesses shall, in turn, be reported to the office of the Human Resource Department for preparation of the necessary Workers' Compensation Accident Forms.

Section 26.0 - TRADING DAYS

26.1 - 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.

Section 27.0 - RESIGNATIONS

27.1 - 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/her Department Head. He/she shall forward such resignation to the Human Resource Department for filing in the employee's personnel file. Failure to comply with this rule shall be entered on the service record of the employee and may be the cause of delaying payment for accrued vacation. The resignation of any employee who fails to give notice will be reported to the Human Resource Department by the Department Head.

Section 28.0 - HEALTH EXAMINATIONS AND REQUIREMENTS

28.1 - 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.

28.2 - Whenever the City shall require physical examination in connection with this section, the same shall be at the City's expense. Such examination shall be scheduled during the officer's on duty time.

28.3 The employer shall make available to each employee proper vaccination against hepatitis "B".

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

Section 29.0 - TRAINING ASSIGNMENTS

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

Section 30.0 - SICK LEAVE AND UNSCHEDULED ABSENCE

30.1 - 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/she works or receives compensation for eighty (80) hours or two (2) weeks worked.

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

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

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

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

30.6 - 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.

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

30.8 - In the event of retirement, any employee having a sick leave balance shall be paid for the sick leave balance at the time of retirement up to a maximum of Four Hundred Ninety (490) hours. Employees who use no more than twelve days during the last year of employment shall receive payment for up to forty (40) additional hours, to a maximum of five hundred thirty (530) hours. This

additional payment will also be made to an employee who suffers a long term injury or illness during the last twelve months on the job.

30.9 - 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.

30.10 - 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.

30.11 - 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.

30.12 - 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.

30.13 - In the event that employment is terminated and an employee owes sick leave to the City, the City shall deduct, from any monies owning from the City to the employee, a sufficient sum to reimburse the City for the sick leave taken and paid for but not earned.

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

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

Section 31.0 - SICK LEAVE PAYMENT ALLOWANCE

31.1 - 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.

31.2 - 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.

31.3 - 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.

31.4 - Sick leave payments shall be made by check for the full amount and shall be issued between the dates of July 15 and July 31.

31.5 - 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.

31.6 - 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.
31.7 - 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.

31.8 - 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.

31.9 - 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 32.0 - LEAVE OF ABSENCE

32.1 - 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.

32.2 - 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.

32.3 - If a permanent employee has a prolonged physical or mental illness, the employee may be granted by the City Manager at the employee's request, a leave of absence without pay not to exceed twelve (12) calendar months.

32.4 - 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.

32.5 - 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.

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

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

32.8 - 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.

32.9 - 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 33.0 - VACATION LEAVE

33.1 - 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.

33.2 - Any employee with less than one (1) full year of service prior to July 1st, shall be allowed annual leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he/she has served the City for one (1) year. In addition, no employee shall be given vacation that is a fractional part of a day. If the vacation accrued is one-half (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.

33.3 - 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.

33.4 - 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.

33.5 - 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.

33.6 - 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.

33.7 - 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.

33.8 - 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.

33.9 - 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.

33.10 - 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.

33.11 - 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.

33.12 -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.

33.13 - 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 ninth (12th) year of service.

33.14 - 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.

33.15 - 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.

33.16 - 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.

33.17 - 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.

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

33.19 - 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 34.0 - HOLIDAYS

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

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

34.2 – Employees have the option of adding the aforesaid Easter, December 24, December 31, Martin Luther King Day, President's Day and Columbus Day holiday bank time (48 hours) as well as the personal business days to their vacation periods or taken as compensatory time off, subject to the approval of the Commanding Officer and Chief of the Department. An employee electing to work on one of the foregoing holidays will receive regular straight time pay and be allowed a different day off

with pay. The remaining holidays shall be taken on the actual designated holiday date, within the provision of Section 34.4 of this contract.

34.3 - All employees shall in addition to holiday/personal business time off be paid for twelve (12) holidays at their regular rate of pay, in a lump sum payment no later than 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.

34.4 - When any of the above holidays fall on a Saturday or Sunday, the employee may add the holiday to their vacation periods or as compensatory time off as described in Section 34.2.

34.5 - Holidays will be paid at the employee's regular hourly rate (exclusive of shift or other work premium pay). Employees regularly assigned on preferred day time assignments normally not required to work holidays shall be paid double time in the event they are required to work any of the above designated holidays.

34.6 - 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 periods taken prior to the actual occurrences of the holiday.

34.7 - Two (2) of the personal business days may be taken in increments of less than one (1) day but not less than one (1) hour.

Section 35.0 - BEREAVEMENT

35.1 - In case of death of a spouse, child, mother, father, brother or sister, a permanent or probationary employee may be granted a leave of absence, with pay, for a period not to exceed five (5) work days. Such leave, with pay, shall be considered bereavement leave. In case of death of a mother-in-law, father-in-law; or a relative living in the employee household, bereavement leave shall not exceed three (3) normal workdays. In the case of death of one of the employee's grandparents, a leave of absence, with pay, will be granted for a period not to exceed one (1) normal work day.

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

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

35.4 - 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 36.0 - INJURY LEAVE

36.1 - In the case of a job-incurred illness or injury or a non-duty injury or illness incurred while acting out of necessity in accordance with good police procedure in the capacity of a police detective within the City limits of the City of Royal Oak, (or outside the City limit if he/she is acting under the direction of a police officer from an appropriate jurisdiction) to a permanent or probationary employee resulting in a physical or a mental disability to the extent that the employee is unable to perform his/her regular duties or perform selected limited assignments, he/she shall be placed on injury leave, unless it shall be

determined that he/she is totally and permanently disabled, in which event he/she shall be retired under the provisions of the retirement ordinance applicable to duty disability retirement.

36.2 - Time spent on injury leave shall be considered for all purposes as continuing service. Anytime during injury leave an employee may be required to submit to a physical examination by a City physician.

36.3 - Injury Leave pay will be at the employee's regular hourly rate (exclusive of shift or other work premium pay). Injury Leave pay shall be offset by any workers' compensation payments receivable by the employee.

36.4 - Injury 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.

36.5 - An employee who is self-employed or works for another employer while receiving injury leave pay, may be subject to immediate discharge.

36.6 -After receiving injury leave 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 18 of this Agreement and all other sections involving duty disability.

36.7 - Injury leave and subsequent pay shall start immediately upon reported illness or injury.

36.8 - An employee who becomes ill or sustains an injury which is eligible for injury leave 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, will be disallowed injury leave. In the event an employee feels that he/she is not receiving adequate medical attention he/she may request a change of physicians. Such request shall be made through his/her Department Head to the Human Resource Department.

36.9 - The benefits provided under this section and any other section involving disability as defined above shall be cumulative and shall include all benefits provided by City Charter, by City Ordinance or by benefits provided in this contract.

Section 37.0 - EMERGENCY LEAVE

37.1 - In the event that a permanent or probationary employee's spouse or relative living in the employee's household or one or more children becomes ill or incurs an injury of an emergency nature which would compel the employee to leave his/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 an attending physician to the employee's unit commander validating the emergency, shall be paid his/her regular wage for his/her 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 38.0 - INSURANCE

38.1 - **Life Insurance.** The City shall provide and pay full premium for Fifty Thousand ($50,000.00) dollars per employee with double indemnity provision. Employees may purchase up to $5,000 optional coverage at their own expense for spouse and dependent children. Coverage for retirees shall be Four Thousand ($4,000) Dollars.

38.2 - **Medical Insurance.**
Employees shall have the option of selecting from the Blue Cross/Blue Shield or alternative plans described below.

(a) Alternative options shall include SelectCare HMO (version M19000/10-25 P19005) with $10 office co-pay, $5 drug rider and vision coverage, Health Alliance Plan HMO (version 3L) with $10 office co-pays, $5 drug riders and vision coverage, Blue Care Network HMO with no office co-pays, $5 drug rider and vision rider, and M-Care POS (Point of Service) Plan with $10 office co-pays, $5 drug rider when utilizing option one. Coverage summaries are attached in the appendix. The City shall pay the full annual premium. Effective June 30, 2005, all employees shall be covered by a $10/$20 drug rider.

(b) The City shall also offer Blue Cross/Blue Shield, (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), with the **Blue Preferred Plan** (PPO Option); MVF 1; Master Medical Option I; $5.00 PDR with Generic Drugs and Rx Pharmacy; Optical Coverage; and ML, FAE-RC and VST riders for every employee, spouse and eligible dependents. Additionally, said coverage shall also include the MMC-POV rider and Organ Transplant Coverage. The City shall pay the full annual premium. Effective June 30, 2005, all employees shall be covered by a $10/$20 drug rider.

(c) The Preferred Provider Organization (PPO option), the BC/BS Blue Preferred Plan, is agreed to with contingency language based on the **Blue Preferred Plan** program continuing with no more than a 10 percent reduction in the listing of participating physicians - otherwise, the Detectives have the option to return to the traditional coverage; i.e., standard BC/BS hospital and surgical coverage with Predetermination and Mandatory Second Opinion.

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

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

38.3 - **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 Class I Basic Dental services with a 25% employee co-payment and Class II Prosthodontic Dental services with a 50% employee co-payment; and a One Thousand ($1,000) Dollars per person per contract year maximum benefit on Class I and Class II services. In addition, the City will provide Class III Orthodontic Benefits with a 25% employee co-payment, and the benefit shall not exceed a lifetime maximum of $2,500 per eligible person.

38.4 - **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.

38.5 - **Retirees Insurance.**

(a) For all retiring employees, qualified spouses, and other eligible dependents, retiring on and after the signing date of this agreement, the City shall provide and pay the full premium for Blue Cross/Blue Shield (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 MVF 1, Master Medical Option I, $5.00 PDR with Generic Drugs and Rx Pharmacy; and the ML, FAE-RC and VST riders with Reciprocity, Optical Coverage, Organ Transplant Coverage, Pre-determination and Mandatory Second Opinion. All employees retiring on or after June 30, 2005 shall be covered by a $10/$20 drug rider. If there is no additional cost to the city, Retirees shall also have the option of selecting the Blue Cross/Blue Shield PPO or HMO coverages described in 38.2(a) and (b).

(b) In the event a retired detective or person covered through or because of such detective 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 Detectives 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 38.5. 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.

(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.

38.6 - The City of Royal Oak does further agree to indemnify and hold harmless all detectives 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 detective in the course of and the performance of their duties as detectives. 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 detective in the course of and arising out of the performance of his/her duties as a detective. 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 detective for reasonable attorney fees not to exceed Ten Thousand ($10,000.00) Dollars in any case where a detective 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.

38.7 - 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.

38.8 - 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/her negligence.

38.9 - 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 39.0 - EDUCATIONAL BONUS

39.1 -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.

39.2 - 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.

39.3 - 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.

39.4 - 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 39.1 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.

39.5 - 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/she was paid in advance and did not earn. Such reimbursement to the City will be determined by the ratio formed between a full fiscal year and that part actually served.

39.6 - 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 39A.0 - TUITION REIMBURSEMENT PROGRAM

39A.1 - Employees shall be reimbursed fifty percent (50%) of cost of tuition and one hundred percent (100%) of cost of books up to a maximum of One Hundred Fifty Dollars ($150), subject to the rules and regulations of the City's Tuition Reimbursement Program, Appendix B.

Section 40.0 - LONGEVITY PAY

40.1 – Effective upon the date of signing of this contract, Police Officers promoted to Detective shall retain the longevity available to them on the date promoted into the unit. For employees promoted into the unit prior to the date of signing of this contract, 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.

40.2 - All longevity payment 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.

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

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

40.5 - The cut-off date for qualifying service shall be December 1st. As an example, in order to be eligible for a first longevity pay increment, which is two (2%) percent of base pay after five (5) years of service, the employee must have five (5) years of service as of December 1st of the fiscal year in which payment is to be made. Anniversary dates falling during the fiscal year, will not be recognized for longevity pay until December 1st of that year.

40.6 - 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.

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

40.8 - 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 1st. In addition, he/she shall receive a partial payment for time served in the fiscal year in which his/her 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 41.0 - SUSPENSION OF LEAVES

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

Section 42.0 - SAFETY AND SANITARY CONDITIONS

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

42.2 - The Employer will provide adequate first aid facilities.

42.3 - 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.

42.4 - The prevention of accidents is the responsibility of shift supervisors, as the great majority of accidents are the result of employees disregarding proper departmental procedures. The control of employee performance is the function of supervision. Supervisors should have a good understanding of the basic thinking that supports the City's accident prevention activities.

42.5 - 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.

42.6 - All vehicles, with the exception of surveillance vehicles purchased or acquired for use by an employee on duty shall be equipped with air conditioning.

42.7 - The Employer shall provide adequate portable or prep radio equipment, 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.

Section 43.0 - SEPARABILITY OF CONTRACT

43.1 - 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 City, the Union and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

Section 44.0 - WAIVER OF BARGAINING DURING CONTRACT TERM

44.1 - The City, the Union 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 45.0 - ATTENDANCE - COURT TIME

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

45.2 - 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.

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

45.4 - A retired Detective required to appear in court on behalf of the City will be reimbursed at the current rate of pay for a Detective for a minimum of four (4) hours.

Section 46.0 - WAGES

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

July 1, 2004	1 ½ %
July 1, 2005	1 ½ %
July 1, 2006	1 ½ %

46.2 - The general wage scale for July 1, 2004 – June 30, 2007 is attached as Appendix A.

46.3 - 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.

46.4 - 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.

46.5 - Detectives 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.

Section 47.0 - SHIFT PREMIUM

47.1 - Employees working during the afternoon and/or midnight shift shall be paid shift premium at the following rates:

(a) Premium pay of two and one-half (2.5%) percent of base pay per hour for working during the afternoon shift.

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

47.2 - 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.

47.3 - 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.

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

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

Section 48.0 - DISCIPLINARY PROCEEDINGS AGAINST ASSOCIATION MEMBERS

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

48.2 - When any investigation of an employee or disciplinary proceedings are contemplated against an employee under 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 detective shall first be advised of the complaint(s) against him, either by the Chief or by a Command Officer of the Department.

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

(c) If the detective desires the assistance of legal counsel or Union representative, no further proceedings shall be had until the detective has been afforded a reasonable opportunity to consult with legal counsel or Union representative, but the detective may be suspended from duty if the gravity of the complaint(s) being investigated so dictate. Legal counsel and Union representative may appear with the detective in any subsequent proceedings if the detective so desires. No detective 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 detective, his/her Legal counsel or Union representative, if any, shall be entitled to a written statement of the complaint(s) against the detective, which are being investigated upon demand for same. Any such statement of complaint(s) 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 complaint(s) or charges.

(e) If a detective is ordered to make a statement concerning the charges or complaint(s) filed against him, (and if he/she is submitted to interrogation) the detective may decline to respond, but any such refusal shall constitute grounds for disciplinary action.

(f) If the detective chooses to make an ordered statement and submit to interrogation any such statement and any answers resulting from interrogation may be used as the basis for disciplinary action and civil service proceedings, and may also be used in any proceedings before an arbitrator or Civil Service Board in the event of appeal of such disciplinary action. For any and all other purposes, any such ordered 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 detective to any person or agency, except pursuant to subpoena issued by a court.

(g) Any and all rights and privileges conferred herein, upon members of the Detectives Association may be waived by the detective, but any such waiver shall be signed and in writing.

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

(a) Oral reprimand removed after one year from date of discipline. If no additional discipline is enacted, it is removed from the detective's file at the detective's request.

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

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

Section 49.0 - EMPLOYEE'S BILL OF RIGHTS

49.1 - No member will be ordered, or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium pentothal or truth serum tests, or similar tests by whatever name called for any reason unless such member shall demand said examination in writing.

(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.

49.2 - 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.

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

49.4 - Members shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations 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 detective's performance of official duties.

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

49.6 - Any member shall have the right to examine any and all employment or personnel files maintained by the Employer regarding the member with the exception of employment letters or recommendation, upon written request during normal business hours construed to be 9:00 A.M. - 4:00 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.

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

(a) The 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. No 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 statement, unless agreed upon by both the Employer and member. 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/her rights prior to the commencement of the interrogation.

(h) Any member, at his/her request, shall have the right to be represented by counsel and/or one association representative of his/her choice prior to making any statements, and during any interrogation or the making of statements, written or verbal, concerning any act, incident or occurrence from which disciplinary action, criminal prosecution, or civil suit might result.

49.8 - Members have the right to remain silent until such time as the member receives an order to make a statement from the Chief or one of his/her 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, arbitration and civil service proceedings only and such

statements will not be made available to any person, persons, agencies, or corporations for any reason whatsoever, without the signed written consent of the detective or pursuant to subpoena issued by a court.

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

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

Section 50.0 - RETIREMENT

50.1 - Retiring employees shall receive a monthly level straight life pension equal to the retiring member's credited years of service multiplied by two and eight-tenths percent (2.8%) for all years of service multiplied by the retiring member's final average compensation.

50.2 - 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.

50.3 - An employee's pension at the time of retirement shall not be greater than seventy-five (75%) percent of his/her final average compensation.

50.4 - Detectives with twenty-five (25) years of credited service, regardless of age, may retire and receive a pension under the provisions of this section.

50.5 - An employee's contribution to the retirement system shall be two percent (2%) of compensation. 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.

50.6 - There shall be no reduction for the inclusion of spousal coverage for retirees.

50.7 - Final average compensation shall be based upon base rate plus longevity, holiday pay, personal business (24 hours), two years sick leave incentive pay (96 hours maximum), and up to 200 hours of vacation time from vacation bank and accrued vacation time. Final Average Compensation will be based on the two (2) highest of last ten (10) years.

50.8 **Employer Pick Up:**

(a) The City shall pick up the employee contributions required of Detective 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.

50.9 **Defined Contribution Plan:** In accordance with the agreement between the parties, application to the IRS seeking separation of employer and employee contributions has been submitted.

50.10 **Military Time Purchase**:

(a) Effective upon signing of this contract, members of the bargaining unit shall be permitted to purchase up to three (3) years of City service for credit, for pension purposes only, for full-time public sector employment, or for active-duty military service in the armed forces of the United States rendered prior to employment with the City of Royal Oak. Active-duty for reserve training does not apply to this proposal. Members of the bargaining unit shall have until July 1, 2005, to commit for the purchase of said service credit and, further, shall have until June 30, 2007, to complete the purchase of said time. If a person retires prior to June 30, 2007, the payment must be completed by the last day of work. If payment is not completed, credit shall be awarded pro-rata. In the event the member deceases prior to June 30, 2007, the employee's spouse or family shall have the option to complete said payments within ninety (90) days of the demise. Purchase of said time may begin after signing this agreement, and may be made by means of payroll deduction. Military active-duty service time purchased shall not be subject to the annuity withdrawal provisions contained in Article 44, Section 2. Service credit purchased under this provision shall have no application to any other provisions or benefits of this collective bargaining agreement. The individual contribution for each year of

service bought will be two percent (2.0%) of the 2004/05 salary and the related longevity paid in November, 2004. The purchase of service credit must be completed by June 30, 2007.

(b) Total time purchased under the above and previous buy-back options cannot exceed (3) years.

50.11 - **Annuity Withdrawal**: 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 fire fighter bargaining unit.

50.12 - A defined contribution plan may also be offered to all employees as an option to the current pension plan.

50.13 - A copy of an actuarial report shall be provided to employees at the time of retirement.

Section 51.0 - DEFERRED COMPENSATION

51.1 - 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 52.0 - PARKING

52.1 - Free parking shall be provided for RODA members between 11 Mile, Main St., Fourth St and Knowles if all parking is metered and no free parking is available in the immediate vicinity of the station.

Section 53.0 - DURATION OF AGREEMENT

53.1 - This Agreement shall be effective 12:01 A.M. on July 1, 2004 and expire at 11:59 P.M. on June 30, 2007. Provided, however, that all provisions herein shall continue to operate unless notice of the termination or desire to modify or change this Agreement is given in writing by either party at least sixty (60) days prior to the expiration date hereof.

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

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

CITY OF ROYAL OAK **WITNESSES:**

_____ _____
James Ellison, Mayor

_____ _____
Mary Ellen Graver, City Clerk

UNION AND ASSOCIATION **WITNESSES**:

_____ _____
Thomas W. Poff, President

_____ _____
David Szlezyngier
Secretary/Treasurer, Acting Vice President

_____ _____
Glenn Plaskon
Sergeant-at Arms

_____ _____
Frank Bonnette
Sergeant-at-Arms

_____ _____
Dan Bartley, Field Representative
Labor Council Fraternal Order of Police

DATE:_____

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