

CITY OF HAMTRAMCK
A Municipal corporation

and

HAMTRAMCK FRATERNAL ORDER OF POLICE, LABOR COUNCIL

COLLECTIVE BARGAINING AGREEMENT

Contract Duration:

July 1, 2014 through June 30, 2016

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into and effective as of July 1, 2014, between the CITY OF HAMTRAMCK, MICHIGAN, a Michigan municipal corporation, hereinafter referred to as the "CITY," and the FRATERNAL ORDER OF POLICE HAMTRAMCK LODGE #109, affiliated with the STATE LODGE OF MICHIGAN, and NATIONAL GRAND LODGE, hereinafter referred to as the "LODGE."

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE I. PURPOSE AND DEFINITIONS

Sec. 1 – Purpose

The parties hereto have entered into this Agreement pursuant to the authority of Michigan Act 379 of the Public Acts of 1965, as amended, to incorporate understandings previously reached and other matters into a formal contract, to promote harmonious relations between the "City" and the "Lodge" and to provide an orderly and equitable means of resolving future differences between parties.

Sec. 2 – Definitions

"City" shall include the elected officers and/or their appointed representatives of the City of Hamtramck, Michigan.

"Lodge" shall include the officers and/or representatives of the "Lodge" whenever the singular is used, it shall include the plural.

ARTICLE II. COVERAGE

This Agreement shall be applicable as to all employees of the Police Department except civilian employees and Ranking Officers.

The City has the right to transfer, assign or reassign employees to different positions and assignments, including special assignments within the Police Department, regardless of seniority or date of hire as long as said employee has 18 months in grade as an officer within the department.

During the financial emergency (which includes the duration of a duly appointed Transition Advisory Board), if the City, pursuant to 2012 PA 436, should desire to reduce or share services (i.e. intergovernmental agreement/police authority) currently performed by members of the bargaining unit, it shall provide the Union 30 days advanced notice of its plan and the anticipated cost savings associated with the plan and will meet and confer with the Union during the 30-day period regarding the decision and its impact. This provision shall not obligate

the City to negotiate over either the decision or impact of the proposed plan to augment, reduce, or share services currently performed by members of the bargaining unit. The City shall have the right to utilize part-time and/or reserve police officers to augment the police force, subject to the provisions of Article X, below. The part-time police officers shall be adequately trained (as determined by the City) before they are assigned to a shift.

The Union recognizes that, except as specifically limited or abrogated the terms and provisions of this agreement and in addition to the reservation of management rights above, all rights to manage, direct and supervise the operations of the City and the Employees are vested solely and exclusively in the City, including but not limited to the right to hire new employees and direct the working force, to discipline, suspend, discharge for cause, transfer or lay off employees, require employees to observe City and departmental rules and regulations, to decide the services to be provided the public, the type and location of work assignments, schedules of work and the methods, process and procedures by which such work is performed.

ARTICLE III. RECOGNITION

The City recognizes the Lodge as the sole and exclusive bargaining representative of the following employees of the Police Department: policemen, policewomen and detectives.

ARTICLE IV. DUES DEDUCTION

The City shall deduct, as dues, from the pay of each employee, the required amount for the payment of Lodge dues, fees, and assessments. Such sums, accompanied by a list of employees, shall be forwarded to the Lodge Secretary as soon as possible.

ARTICLE V. LODGE ACTIVITIES

Sec. 1 – General Activities

Employees and their Lodge representatives shall have the right to join the Lodge. The Lodge shall have the right to engage in lawful concerted activities for the purpose of collective negotiations of bargaining of other mutual aid and protection, to express and communicate any view, grievance, complaint or opinion relative to this Agreement and other conditions of employment of their betterment, all free and from any and all restraint, interference, coercion, discrimination or reprisal.

Sec. 2 – Lodge Security – Agency Shop

From the effective date of this Agreement, for its duration, any employee who is not a Lodge member shall, as a condition of employment, pay to the Fraternal Order of Police, Lodge 109, those expenses for contract negotiations, administration, and enforcement which are proportionate to those of the other members of the bargaining unit for such items. Employees

who fail to comply with this requirement within thirty (30) calendar days following the effective date of this Agreement or the beginning of their employment shall be discharged by the employer. In consideration of the employer's entering into this collective bargaining agreement, which agreement includes in this Article this Agency Shop provision, the Lodge hereby agrees to indemnify the employer and hold it harmless from any and all claims, liabilities, or costs of the employer out of entering into or enforcement of said provision.

Sec. 3 – Released Time

Officers and other representatives of the Lodge shall be afforded reasonable time during regular working hours without loss of pay to fulfill their Lodge responsibilities, including negotiations with the City, processing of grievances, administration and enforcement of this Agreement, and attendance at state and national conventions and such other seminar and/or special meetings called by the State Lodge of Michigan and the Grand Lodge to further Lodge activities.

Sec. 4 – Bulletin Boards and Lodge Officers

(a) The Lodge shall be provided suitable bulletin board space for the posting of Lodge notices or other materials

(b) The City shall provide suitable office space in the police station to accommodate Lodge equipment and for the conducting of Lodge business. Such space shall be one hundred (100) square feet or more and shall be large enough for at least two (2) desks, file cabinets and other Lodge equipment. Such equipment shall be the sole property of the Lodge and shall also be purchased by the Lodge. This office shall be located in close proximity to other offices where police business is conducted.

Sec. 5 – Meetings

The Lodge may schedule meetings on City-owned property. The executive board of the Lodge shall meet for a period of two (2) hours each month on City time, without forfeiture of compensation or privileges. Notice shall be given to respective department heads provided that during periods of emergency such meetings shall not in any manner affect the efficient operation of the Police Department.

ARTICLE VI. OTHER AGREEMENTS AND ORGANIZATION

Sec. 1 – Other Agreements

The City shall not enter into any agreements with its employees individually or collectively or with any other organization which in any way conflicts with the provisions hereof.

Sec. 2 – Other Organizations

Employees may belong to other organizations, but not as a condition of employment with the City, nor may such other organizations represent any employee with respect to wages, hours or conditions of employment or in derogation of this exclusive bargaining agency of this Lodge.

Sec. 3 – Civil Service Commission.

The parties agree to restructure civil service rules to eliminate references to them from the collective bargaining agreement. Within 30 days of the signing date of this agreement, counsel for both parties shall meet and confer to discuss which civil rules as are necessary to be re-incorporated into the body of the parties' master collective bargaining agreement in order to provide for the effective and orderly administration of it. Hiring decisions shall remain within the purview of management and subject to all state and federal laws regarding, among other things, certification and non-discrimination. Promotion shall be done in accordance with the proposal attached hereto as Exhibit A and incorporated herein by reference. Additional points shall be awarded to candidates in their aggregate promotional score at a rate of one half of one point per year of service (which is a reduction from the current system which awards three fourths of one point per year of service). Candidates shall receive no more than ten (10) extra points based upon seniority. Each patrolman must have at least three (3) years of service as a sworn Hamtramck Police Officer to be eligible for appointment to the positions of Corporal (should it be implemented) and to test for Detective. To test for the position of Sergeant, a candidate must have a minimum of seven years of service as a sworn Hamtramck Police Officer.

ARTICLE VII. ECONOMIC MATTERS

Sec. 1 – Wages

All employees of the bargaining unit shall be compensated in conformity with hourly wage scales based upon 260 working days in any fiscal year. Any working days in excess of 260 working days in a fiscal year, will be compensated according to the applicable terms of this Agreement.

The progression through step increases from Patrol Officer I through Patrol Officer V shall occur in two year increments.

Patrol officer I	hiring through second anniversary of date of hire	\$ 42,694.90
Patrol officer II	second anniversary through fourth anniversary	\$ 45,732.05
Patrol officer III	fourth anniversary through sixth anniversary	\$ 48,767.30
Patrol officer IV	sixth anniversary through eighth anniversary	\$ 51,804.45
Patrol officer V	eighth anniversary	\$ 54,839.70
Corporal		\$ 57,702.40
Detective		\$ 59,919.35

Any Officer hired after July 1, 2011 into the rank of Patrolman hired for Patrol duty in Hamtramck shall be at a rate of 90% of those rates set forth above through the officer's completion of five years' service at which time that officer shall receive the amount of base annual compensation provided for a fifth year Patrolman under this agreement.

Overtime pay (time and a half vs. straight time) shall be based on actual hours worked and scheduled utilized leave time (vacation and scheduled/pre-approved personal leave) in a pay period; but not sick leave, unscheduled personal leave, bonus days, bereavement leave, etc.

- (a) An employee's normal work week shall consist of five (5) days, forty (40) hours per week. Each employee shall be entitled to two (2) consecutive days off per week. Days off shall rotate at the rate of one (1) day per month. e.g. Day shift off Monday and Tuesday, midnight shift off Tuesday and Wednesday.
- (b) Except for any voluntary traffic overtime program in effect, the City shall offer all of its employees overtime on an equitable basis.
- (c) The parties agree that, during the term of the agreement, the City will not seek to modify the terms of DGO #2010-03 pertaining to the Hamtramck Police Department's traffic safety program which provides that members of each bargaining unit be provided the opportunity to work 32 additional hours per pay period IN ADDITION to their regularly-scheduled shifts to administer the HPD traffic safety program; provided however, that the parties perform a twice yearly analysis of the program to determine that it is financially self-sustaining, meaning that the cost to the City of the program must be completely offset by the revenue generated by the program. The parties agree that they will on a monthly basis exchange data on the revenue provided and received through operation of the program as well as a calculation of the costs of the program. Should the parties disagree about the above determination of self-sustainability, they agree to select a qualified neutral third-party to conduct an audit according to generally-acceptable auditing procedures for governmental entities to make the determination as to whether the program revenues cover the program costs. The scope of the audit shall limit the fee for such auditing services to \$5,000 and each party shall bear one half of that cost. The opportunity to work the traffic safety program shall be extended to all members of the FOP and ROA. Union and management shall cooperate on the scheduling of this overtime so that the City has available patrol vehicles and other necessary equipment for those desiring to work on a particular shift.
- (d) Time and one-half shall be paid for the sixth work day after a normal work week. Double time shall be paid for the seventh day worked after a normal work week.
- (e) Banked vacation, sick, and ATO time shall be paid out at retirement or layoff. However, only vacation and ATO shall be paid out at separation of employment that is voluntary or as a result of termination for cause. Regardless of the reason(s) for termination of employment, the maximum amount of unused vacation that may be cashed in is 576 hours. Retirement is considered after 25 years of service to the City.
- (f) All members are required to utilize direct deposit.

Sec. 2 – Holiday Pay

(a) Each employee shall be entitled to eleven (6) paid holidays:

Easter Sunday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Christmas Day

Payment for holiday is to be made at each individual's own rate of pay per day (8 hours straight time).

(b) If employee utilizes a call in e-day or sick day on a holiday, the day before or the day after, employee shall forfeit their right to that paid holiday.

Sec. 3 –Gun Maintenance Allowance

Gun maintenance allowance shall be paid to employees of the Police Department under this agreement. This amount shall be Five Hundred (\$500) Dollars per fiscal year payable in two installments, \$250.00 on January 1 and the remaining \$250.00 on July 1. New Patrol officers hired by the City and provided a uniform, will reimburse the City by deduction of their gun allowance until the City is fully reimbursed. If the Patrol officer leaves employment with the City prior to reimbursement though their gun allowance, they will have the remainder deducted from their last regular pay. Tax shall be withheld from this allowance if, in the opinion of the City's tax advisors, tax withholding is required by law.

Newly hired employee will receive a pro-rated gun allowance and clothing allowance in order to bring them in line with the above payments

Sec. 4 –Hospitalization, Medical, Dental, Life Insurance and Optical Plan

The City agrees to provide full-time employees (hired prior to June 26, 2012) and their eligible spouses and dependents health coverage subject to the terms below, subject to modification as may be required by the Patient Protection and Affordable Care Act ("PPACA") as amended beginning in 2014. Employees hired after June 26, 2012, shall be entitled to employee only health insurance coverage however, may purchase spousal or dependent coverage for the difference in premium costs. All employees are, subject to the terms and conditions set forth below.

(a) The City shall not provide health care coverage for the employee's spouse if the spouse is eligible to receive paid health coverage through an employer or former employer of the spouse. "Paid" health coverage is defined as a plan that obligates the employer to pay a minimum of eighty (80%) of the annual premiums. As a condition of continued spousal health care coverage under this section, the City may require that the employee file an affidavit and/or other documentation each year or upon request attesting that the spouse is not eligible for other employer-paid health coverage.

- (b) The City will offer eligible employees the following health coverage plans:

Blue Care Network HMO. The EOB is included.

The City may offer a high deductible plan in conjunction with a health savings account (HSA), to be offered in a special open enrollment not subject to subsection (c) below. However, effective immediately, the City shall have no further obligation to make any contributions to any HSA accounts. Under separate policy, the City may establish the process and procedure which would permit employees to make contributions to their HSA accounts, in accordance with applicable law and regulation.

Employees may change their coverage elections during an open enrollment scheduled by the City. Plan coverage will be subject to the coverage terms and regulations of each carrier.

- (c) The City may, at its discretion, amend the health coverage plans offered, add new health coverage plans, or remove health coverage plans. The City may change the open enrollment periods for existing health coverage plans, but not more often than twice annually.
- (d) The City reserves the right to change or discontinue the existing health insurance benefit program in response to the Patient Protection and Affordable Care Act ("PPACA"), as amended. This includes the right to respond to regulations issued under the PPACA or judicial interpretations of the PPACA. The City reserves the right to change or discontinue the existing health insurance benefit program in response to changes made in Medicare.
- (e) The City's contribution for an employee's health coverage is limited by the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, to a maximum of defined amounts for single, double or family coverage contribution limits provided in Section 3 of the Michigan Publicly Funded Health Insurance Contribution Act, 2011 PA 152, as adjusted by the State Treasurer for each subsequent coverage year, or (ii) the aggregate costs based on the illustrative rates for the elected health coverage, plus contributions to the employee's HSA, if applicable; or in the alternative, to a maximum of 80% of the annual premium amount for single, double, or family coverage. Pursuant to provisions of the State law, the City will select its method and amount of the City's contribution on an annual basis. The City will annually inform its employees of its decision and the amount of the City's contribution prior to open enrollment for the upcoming plan year. The employee will pay any premium contributions that exceed the amount contributed by the employer through payroll deduction. Employee contributions to the HSA will be made in accordance with HSA regulations. If an employee does not have sufficient funds in a paycheck, the employee shall be obligated to pay his or her premium share within 14 days of established due date or insurance coverage will be cancelled. If PA 152 of 2011 is repealed, the employer shall pay 80% of the annual premium.
- (f) Effective immediately, the City shall cease making any payments in lieu of an employee's decision not to receive offered health coverage or other provided benefits.

Life Insurance

The City shall provide at least Twenty Thousand (\$20,000) Dollars life insurance with double indemnity provision for accidental death at no cost to the employee.

Dental/Optical

Optical benefits are eliminated for all employees.

The City shall provide each employee covered under the terms of the Agreement dental insurance coverage.

Short-term Disability

The City shall provide a fully Employer-paid short-term disability plan.

Section 5. Hospitalization for Existing Retirees

The City has requested Section 8- of the expired Collective Bargaining Agreement providing for hospitalization upon retirement be eliminated from the current Collective Bargaining Agreement. The Union takes the position that the removal of this language is a unilateral act on behalf of the City implemented without agreement or acquiescence by the Union.

The parties acknowledge the Emergency Manager appointed to act on behalf of City of Hamtramck modified the Retiree Hospitalization benefits set forth in this agreement by way of an Emergency Manager Order issued pursuant to the managers authority under state law. The City requested that the language relating to Health Care for Retirees be removed from this agreement although the language has historically remained in this agreement from year to year. The Union also recognizes that the union has no authority to bargain on behalf of the retirees who are promised coverage under these provisions or to agree to a change in the coverage. Therefore, the union does not acquiesce in the elimination of this language from the contract if its acquiescence is intended to indicate the union agreed to the change in the benefit or participated in the change in the benefit.

Section 6. Future Retiree Health Coverage

(a) Non-Vested Employees, New Employees, Deferred Retirements

1. Full-time employees hired on or after June 26, 2012, are not eligible for City-paid retiree health care coverage. Instead, the City shall establish a Retiree Medical Savings Account (RMSA) or other IRS-qualifying savings plan for each affected employee. The accounts may be used by the employee, their spouse, or their dependents to offset the cost of healthcare after the employee retires or separates from service. MERS shall administer the RMSA program as described herein. The MERS Plan document, policies and procedures of MERS shall control the administration of the program. The City will develop a plan for employers and employee contributions to an employee's RMSA. The City shall have no obligation to make any contributions to such accounts.

(b) Employees Vested for Regular Retirement

1. An employee who is hired before June 26, 2012, may, upon retirement, elect health care benefits for the employee, the employee's spouse, and the employee's dependents in existence at the time of retirement, on the same terms (including required contributions to premiums) and with the same benefit levels as offered to current regular employees, until the retiree becomes eligible for Medicare due to age, disability, or end stage renal disease. However, effective January 1, 2014, the City's contribution for health care coverage for retirees not eligible for Medicare will be limited to the amount contributed for the lowest cost medical portion of the Medicare Supplemental or Medicare Advantage plans provided to retirees pursuant to Section 2.B (5) plus the Employer's cost of prescription drug coverage provided to eligible employees and retirees pursuant to this section. The retiree shall pay any premium contribution that exceeds the amount contributed by the City through automatic deduction from their monthly pension check. Retirement is considered after 25 years of service to the City.
2. The City shall not provide retiree health care coverage for the retiree if the retiree is eligible to receive "paid" (as defined above) health coverage through another employer or former employer. As a condition of continued retiree health care coverage under this section, the City may require that a retiree file an affidavit or other documentation each year or upon request attesting that the retiree is eligible for no other Employer-paid health coverage.
3. The City shall not provide retiree health care coverage for the retiree's spouse if the retiree's spouse is eligible to receive "paid" (as defined above) health coverage through an employer or former employer of the retiree's spouse. As a condition of continued spousal health care coverage under this section, the City may require that a retiree file an affidavit or other documentation each year or upon request attesting that the spouse is eligible for no other employer-paid health coverage.
4. A City of Hamtramck retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, and the retiree must enroll in Part A and Part B and pay for Medicare Part B. The eligible spouse or dependent child of a City of Hamtramck retiree who becomes eligible for Medicare due to age, disability, or end stage renal disease will be covered by a Medicare Supplemental plan (or Medicare Advantage plan) at the Employer's expense, subject to the contribution limits provided in Section 3 of the Publicly Funded Health Insurance Contribution Act, 2011 PA 152, but the spouse or dependent child must enroll in Part A and Part B and pay for Medicare Part B.

Termination of Benefits

- (a) Except as otherwise provided herein, health coverage terminates on the last day of the premium month in which the employee is terminated or laid off or otherwise becomes ineligible for health coverage. Health coverage terminates on the last day of the premium

month in which the retiree becomes ineligible for health coverage. Health coverage for a dependent Spouse is terminated on the date on which they are no longer eligible (i.e., on the date of divorce, or upon the death of the employee or retiree). Health coverage for a dependent child is terminated on the date the child turns 26. Health coverage for dependents will be terminated in the event an employee or retiree fails to provide the City with proof of dependent eligibility.

- (b) Health coverage shall be continued during any leave for which the employee receives full pay from the City. Employees on leave of absence with reduced hours and pay are not entitled to continued health coverage paid by the City except where employee may be entitled to coverage by virtue of coverage requirements under PPACA or the Family Medical Leave Act (FMLA) as administered by the City. Employees on leave of absence without pay or on layoff are not entitled to continued health coverage paid by the City but may be eligible for continuation coverage as provided by the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

125 Plan

At its option, the City may offer a Section 125 Plan. All regular full time employees (excluding temporary employees) shall be eligible to participate in such a plan, including premium only for pre-tax employee contributions and health care flexible spending accounts, as amended and restated in accordance with federal law and as defined and limited by the employer's plan design. Participation by employees is voluntary.

Sec. 7 – Health Insurance Coverage After Line-of-Duty Injury

The City shall provide continuous health insurance coverage as described in Section 7 of this Article of this contract for all full-time employees who are injured or become ill from an on-duty event, that is, injured in the line of duty, or injured while off duty as a result of acting in the capacity of an individual employee's oath of office and is, therefore, unable to work. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of an individual employee's oath of office, the entitlement of the employee to his or her full rate of pay shall be the decision of the Workers' Compensation Commission of the State of Michigan. Such health insurance coverage shall continue for as long as each individual employee is unemployed as a result of such injury or until retirement.

Sec. 8 –Layoffs

- (a) All wages and benefits due and owing to an employee shall be paid within one (1) week after layoff (banked vacation, sick and ATO time).
- (b) Layoffs shall be accomplished by seniority- last hired shall be first laid off in the Department. For purposes of carrying out this provision, the City shall establish and maintain a seniority list of members in the Department. Whenever two or more employees have the same date of original appointment, their examination scores by which they were placed on the

eligibility list will govern their seniority, that is – the highest score to have the highest seniority. If the scores are identical, then time and date of application shall govern.

- (c) The City shall provide hospitalization for the laid employee until the next premium is due; thereafter, the laid off employee shall be carried as a group member as long as he is on layoff and shall pay to the City the group membership premium for hospitalization.
- (d) In the event the City plans a layoff or reduction in force as a result of financial crises or otherwise, City and Lodge agree to negotiate the terms and conditions of such layoff or reduction in force.

ARTICLE VIII. VACATIONS

Sec. 1 – Amount

All employees of the Police Department shall be entitled to leave with pay per year.

All employees of the Police Department shall be entitled exclusively to the following annual leave with pay, per year:

Patrolman I – shall accumulate four (4) consecutive work days in summer and four (4) consecutive work days in winter, to be taken in the second year of employment.

Patrolman II – shall accumulate seven (7) consecutive work days in summer and seven (7) consecutive work days in winter, to be taken in the third year of employment.

Patrolman III – shall accumulate nine (9) consecutive work days in summer and nine (9) consecutive work day in winter, to be taken in the fourth year of employment

Patrolman IV – shall accumulate eleven (11) consecutive work day in summer and eleven (11) consecutive work days in winter, to be taken in the fifth year of employment.

Sec. 2 – Time of Vacation

All employees of the Police Department shall be allowed to take a summer vacation between May 1st and November 1st. All other time may be used for winter vacations.

Sec. 3 – Designation of Vacation Period

Employees shall be afforded a reasonable time to designate their preferred vacation period. Such selection to be made prior to the commencement of the summer or winter periods above

set forth. Selection may be based upon total seniority within rank. Each unit shall select independently of the other.

Sec. 4 – Changes in Vacation Schedules

The City shall have the right to change, modify or alter vacation schedules upon the declaration of an emergency by the Director of Public Safety, or Head of the Police Department for such occurrences or events as, but not inclusive of, civil disturbances, major and infrequent public event or weather emergencies.

Sec. 5 – Vacation Banks

There shall be no cap on the amount of unused vacation time an employee shall be permitted to bank. However, as is stated in Article VII – Economic Matters – Sec. 1(e), regardless of the reason(s) for termination of employment, the maximum amount of unused vacation that may be cashed in is 576 hours.

ARTICLE IX. SICK LEAVE

Sec. 1 – Amount

All members shall accumulate sick leaves at the rate of one day (8 hours) per month or twelve (12) days per year regardless of date of hire.

For employees hired prior to November 1, 2013:

These days shall accumulate to a maximum one hundred fifty (150) sick days per employee. Payment for one hundred twenty-five (125) days accumulated sick leave shall be paid in full at the employee's existing wage rate at the time of his retirement or layoff.

For employees hired after to November 1, 2013:

These days shall accumulate to a maximum sixty (60) sick days per employee. Payment for sixty (60) days accumulated sick leave shall be paid in full at the employee's existing wage rate at the time of his retirement or layoff.

In the event of death, money due to employee is to be paid to legal beneficiary. Sick slips will not require notarization.

Sec. 2 – Deduction from Sick Bank

No deduction shall be made for any sick time resulting from a service connected illness or disability which is certified by a physician selected by the City.

Sec. 3 – Determination of Sick or Disability Status

It is the responsibility of the physician on the staff of the Hospital or Clinic selected by the City to determine whether the illness or injury of an employee is duty incurred. When an employee sustains an original injury in the performance of duty during his regular hours, and is unable to

complete his tour of duty, he shall be carried disabled. At all other times, he shall be carried sick until the final determination is made by a physician on the staff of the Hospital or Clinic selected by the City. Under no circumstances shall the status of an employee being carried sick or disabled be changed in any department records without the written authorization of the physician.

Sec. 4 – Return for Duty When Ordered

Any employee reported "fit for duty" by the physician who does not report at the roll call shall be considered "absent without leave".

Sec. 5 – Return to Duty

To assure proper health safeguards for department personnel, employees who are ordered off-duty by the physician due to illness or injury, whether service connected or not, shall not be returned to active or limited duty assignments without being certified for such assignment by the physician.

Sec. 6 – Limited Duty

Notwithstanding anything to the contrary, no employee shall be contractually entitled to limited/light duty. Instead, a determination of a light duty assignment shall be in the sole discretion of the City.

Union employees placed on limited duty by a physician on the staff of a Hospital or Clinic selected by the City shall report immediately with their limited duty authorization to the department head whom will determine an appropriate limited duty assignment and notify the employee's supervisor.

Employees on limited duty shall report for physical examinations when directed by the physician on the staff of the Hospital or Clinic selected by the City. When employees are taken off limited duty they shall report immediately with their authorization slip to their supervisor.

An employee on limited duty normally shall not wear a uniform except under emergency conditions or when ordered by his supervisor. In such cases, however, the employee shall not leave the building or travel to and from work in uniform.

Sec. 7 – Full Wages for Line-Of-Duty Injury

(a) Whenever an employee is injured or becomes ill from an on-duty event, that is, injured in the line of duty or is injured while off duty as a result of his or her acting in the capacity of his or her oath of office and is unable to work, the City shall continue the employee's rate of pay without loss and the employee will sign any compensation received by Workers' Compensation over to the City. When a question arises as to whether said injury or illness is a result of an on-duty event or of action taken in the capacity of the employee's oath of office, the entitlement of the employee to his full rate of pay shall be the decision of the Workers' Compensation Commission of the State of Michigan.

- (b) Said pay, as is above described, shall continue for a period not to exceed two years at which time the employee shall be placed on a permanent disability list under his then currently existing pension plan.
- (c) In the event that an employee dies while on duty, or an employee's death results from performance of his duty, either in the City of Hamtramck or while rendering "mutual aid" in another community or if an employee dies while off duty, and employee's death results from performance of his oath of office in the City of Hamtramck, then in that event, the City of Hamtramck:
 - (1) Shall have the obligation to insure that the employee's spouse and/or dependents as the case may be, shall receive full pay at the employee's normal rate of pay for a period not to exceed two years or until such time as the employee's spouse and /or dependents would receive the specific death loss benefits then existing under the Workers' Compensation Laws in the State of Michigan, whichever occurs first.
 - (2) Shall have the obligation to provide survivor's pension benefits to the spouse and/or dependents as the case may be, for the deceased employees covered under the terms of this agreement that were not covered under the pension plan which was adopted and instituted in the City of Hamtramck in 1971. Such benefits for these employees are payable at the time of the exhaustion of or nonpayment of Workers' Compensation Benefits as outlined in the last preceding paragraph.

Sec. 8 – Illness or Injury Services

In non-or post-emergency cases, personnel who have incurred an alleged service connected illness or injury must obtain approval from a physician on the staff of the Hospital or Clinic designated by the City before securing any type of medical pension or treatment for the illness or injury, including x-rays and dental care. The department shall not be liable for costs so incurred unless prior approval is obtained.

Sec. 9 – Alternative Treatment Facility/Physician

Notwithstanding anything herein to the contrary, the parties agree that it is not always in the best interest of the City or the employee to require personnel who have incurred an alleged service connected illness or injury to obtain, from a physician on the staff of the Hospital, approval for treatment for the illness or injury or a determination as to whether or not the illness or injury is duty incurred/connected. Therefore, notwithstanding any other requirement or provision mentioned in this Article, the parties agree that whenever reference is made to a physician on the staff of the Hospital selected by the City, such language shall be modified and amended to include any other physician on the staff of an accredited health care facility or in private practice as is mutually agreeable to the employee involved and the City. Provided, however, should the parties involved fail to agree upon a treating physician or health care facility, or should either party become dissatisfied with the treatment rendered, or the determination made, then, in that event, either party may demand treatment, or a re-evaluation by a physician on the staff of the Hospital.

Sec. 10 – Other Leaves

Emergency Leave ("E" Leave) - An employee shall be entitled to six (6) "E" days per year for personal business, three of which shall be subject to approval of his/her superior officer and not cause overtime and three of which shall be used at the discretion of the employee, without prior approval. "E" days will not be allowed on scheduled holidays, however they may be scheduled in advance, manpower permitting. "E" days shall not be deductible from sick leave.

Unused E days will be paid out at the end of the fiscal year.

Funeral Leave – An employee shall be entitled to charge up to four (4) days per funeral to make preparation for and attend the funeral and burial of an immediate member of his family. An immediate member of the family for this purpose shall be deemed to be a husband, wife, parent or child of the employee, and this leave will not come off the employee's sick time.

Three (3) days for funeral attendance will be permitted for the purpose of attending the funeral of the following relatives: Parent-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, and this leave is not to come off an employee's sick time.

One (1) day funeral attendance will be permitted for the purpose of attending a funeral of the following relatives: aunt, uncle, niece or nephew. Days to attend funerals in the above cases shall not be deducted from accumulated sick leave.

Employees are required to provide specific documentation to evidence attendance at funeral, including a copy of the obituary and documents provided at the funeral home and/or funeral

ATO Bank- ATO bank will be topped at 80 hours with the unused portion to be paid out upon separation or retirement.

ARTICLE X. STAFFING REQUIREMENTS

Sec. 1 – Hours of Employment

Notwithstanding anything to the contrary as may be contained herein or elsewhere, the City shall have the unfettered right to modify work schedules of all employees, including but not limited to the right to place some or all employees on eight (8) hour, ten (10) hour and/or twelve (12) hour shifts, and/or place officers on other shifts as management deems necessary provided the current practice of granting requests for shift assignments based on seniority shall be permitted unless there is an emergency. The City will provide fourteen (14) calendar days' notice before any schedule change will be implemented. However, this notice provision does not apply in the event of any emergency.

Eliminate seven (7) full-time positions (1 SCAT position, 2 full-time officer positions per shift totally six (6) and agree to change CBA language to five (5) full-time officers assigned to each shift). However, the City shall only be obligated to schedule and staff a minimum of two (2) full-

time FOP members per shift. In the event the City meets its obligation to schedule five (5) full-time members and actually staff the minimum of two (2) full-time FOP members in a shift, management may schedule part-time and/or reserve officers to augment and assist that shift. The City agrees to staff one two-man car containing at least one (1) FOP member to be scheduled and working per shift. The other officer scheduled to work in that one two-man car may be a part-time officers. Any language in the parties' CBA or any other Agreement to the contrary is considered null and void.

The three (3) platoon (shift) system as presently exists shall be retained. (c) Duty hours shall be as follows:

- | | |
|----------------|-------------------|
| 1. Platoon I | 7:00am to 3:00pm |
| 2. Platoon II | 3:00pm to 11:00pm |
| 3. Platoon III | 11:00pm to 7:00am |

Sec. 2 --Staffing

(a) The City shall only be obligated to schedule and staff a minimum of two (2) full-time FOP members per shift. In the event the City meets its obligation to schedule five (5) full-time members and actually staff the minimum of two (2) full-time FOP members in a shift, management may schedule part-time and/or reserve officers to augment and assist that shift. The City agrees to staff one two-man car containing at least one (1) FOP member to be scheduled and working per shift. The other officer scheduled to work in that one two-man car may be a part-time officer. Any language in the parties' CBA or any other Agreement to the contrary is considered null and void.

(b) Officers in "Special Assignment" positions as defined in Article XIX. Section 2. shall not be included in (a) above: provided however, that the K-9 unit previously designated as a "special assignment " shall now count toward minimum manning levels for Platoons II (afternoons) and III (midnights), as provided in Section 2 (a) and Section 4 hereof. In addition, the City shall (at its expense) train one additional K-9 officer (in addition to the current K-9 officer) and assign him or her to a shift (different from the shift of the current K-9 officer) that the Parties shall designate after consultation. This second K-9 officer shall also count toward minimum manning levels provided for in Section 2(a) and Section 4 hereof. Nothing herein shall prejudice the K- 9 officers' ability to exercise their rights to bid on shift openings and other special assignments not inconsistent with the agreed upon scheduling duties and responsibilities of a K-9 officer.

OFFICER, for purposes of this Article, shall mean patrolman and corporals. Should the rank of Corporal be integrated into the departmental command structure, on shifts where Corporals are not assigned to supervise the department's patrol functions, corporals shall count toward the amended minimum staffing provided for in item #4 above (that is, they shall be counted as one of the seven uniformed officers assigned to each platoon and to daily road patrol minimums).

CORPORALS shall remain members of the bargaining unit represented by the HFOP-LC and covered by that bargaining unit's CBA with the City. Corporals shall be promoted through appointment (similar to special assignment) and shall not be subject to promotional testing as a condition of receiving the Corporal rank. The position shall be offered to Patrol Officers with at least three years seniority on the basis of seniority within each shift. That is, the two senior Patrol Officers on each shift shall be offered the appointment first. Any Patrol Officer who does not accept the appointment within seven days of the date the written offer of appointment was delivered to him/her by the Chief of Police or his or her designee, will be skipped and the appointment will be offered to the next senior Patrol Officer on the seniority list until the position is filled with an officer having at least three years seniority. If two Patrol Officers on a shift are not selected through this process, the City may offer the position to candidates on the basis of seniority on other shifts with at least three (3) years of experience. If a Corporal moves to another shift where they are no longer on of the top two (2) senior Patrol Officers, then they will lose the rank of Corporal and return back to the appropriate rank (i.e. Patrolman III-V depending on their DOH and years of service at the time of their return to the Patrol Officer rank.) Corporals shall, however, attend a staff and command/supervisory course of the City's choosing and at its sole expense. Candidates for Corporal shall receive regular compensation for time spent in staff and command/supervisory courses mandated by the City.

The two Corporals per shift shall not take days off in common with each other or with their shift supervisor. The Corporal will act as a supervisor ONLY on the days the ROA shift supervisor is off of work or otherwise on leave or furlough. The remainder of the time, the Corporal will act as a Patrol Officer and be assigned to a regular beat and patrol duties as is customary for the other members of the bargaining unit. They will not be assigned non-patrol supervisory tasks like vehicle maintenance or grant writing. Corporals will remain members of the FOP and will count toward satisfying the City's staffing obligations.

The parties understand and agree that the City will not be hiring patrol officers to replace the six patrol officers who will be promoted to Corporal upon elimination of one Lieutenant and one Sergeant from the ROA. The department shall institute general orders which provide that Corporals serving in a patrol function (answering calls for service, maintaining their patrol area, etc.) shall be required to perform-regular patrol functions and assigned a regular patrol area on the same terms and conditions of the other members of this bargaining unit

Sec. 3 – Detective Bureau

The City shall maintain a Detective Bureau which shall function and perform as a division independent of the Uniformed Division and be staffed by its own appropriate supervisory personnel. This Bureau shall consist of not less than four (4) detectives not including detectives on special assignment.

Sec. 4 – Trading Days

Subject to departmental manpower requirements and proper notification, employees shall be permitted to voluntarily trade work or leave days. All leave days relating to this provision only shall be returned within a calendar month and limited to three (3) days.

ARTICLE XI. PENSIONS AND RETIREMENTS

Sec. 1- Pension Program

Current bargaining unit personnel shall appropriately be subject to and entitled to a pension and retirement as provided for herein. FOP members shall be entitled to the same pension enhancement plan as agreed to by the Hamtramck Ranking Officers Association in its negotiations or as a result of any contract created by Public Act 312 proceedings relative to this provision as between the City of Hamtramck and the Hamtramck Ranking Officers Association

Sec. 2 – Municipal Employees Retirement System (MERS)

(a) Bargaining unit members hired after January 1, 1970 shall be covered under PA 427 of 1984, formerly PA 135 of 1945, as amended, also known as the Michigan Municipal Employees Retirement System (MERS). The basic pension system and its amendments are hereby adopted by reference as though fully contained herein. (MCLA 38, 1501, et seq.)

Active and current members of the Hamtramck Fraternal Order of Police Labor Council who were employed on July 1, 2001, shall be entitled to purchase additional years of service credit for continuous active service in armed forces pursuant to Sec. 9 PA 427, 1984 (MCLA 38.1509). The employee contribution shall be five percent (5%) of annual earned salary for each year of service. If sufficient monies are available, the employee contribution may be deducted from any lump sum payment due employee at the time of retirement, at the option of the employee.

Employees whose employment began after July 1, 2001 may purchase additional years of service credit for continuous active service in the armed forces pursuant to Sec. 9 PA 427, 1984 (MCLA 38.1509). The employee contribution for these members shall be 100% of the annual earned salary for each year of service. If sufficient monies are available, the employee contribution may be deducted from any lump sum payment due employee at the time of retirement, at the option of the employee.

(b) Employees who retire on or after June 30, 1986, shall receive, in addition to 3 (a)(1) above, the following MERS benefit enhancements:

(1) F50 – Full benefits when the member or vested former member has attained 50 years or older and has 25 years of service pursuant to Sec. 10 PA 427, 1984 (MCLA 38.1510). Beginning on June 30, 1986, employees covered by MERS will contribute an additional 2% per year (Total 7%) for this improvement until June 30, 1988.

(c) Employees who retire on or after July 1, 1991 shall receive, in addition to 3 (a)(1) and 3 (b)(1) above, the following MERS benefit enhancements:

(1) B-2 benefit program retirement allowance pursuant to Sec. 16 PA 427, 1984 (MCLA 38.1516).

(d) Employees who retire on or after June 30, 1997, shall receive in addition to 3(a)(1) above, the following MERS benefit enhancements:

(1) Full benefits when the member or vested former member has attained 25 years of service, regardless of age.

(e) Employees who retire on or after June 30, 1997 shall receive, in addition to 3(a)(1) and 3(d)(1) above, the following MERS benefit enhancements:

(1) B4 benefit program retirement allowance pursuant to Section 16 PA 427, 1984 (MCLA 38.1516a).

The City agrees to cover all employees under the MERS D-2 disability enhancement.

The "DROP Program" Deferred Retirement Option Program- The parties agree to continue to work on this program and to incorporate this item within a Re-Opener Clause in the contract.

All sections in Article XI shall remain in full force and effect unless amended or rescinded by the MERS Planned Document detailed in the new language below. Any current benefits that were previously negotiated, not otherwise modified by this new Agreement shall remain in effect.

The Municipal Employees' Retirement System (MERS) shall administer the pension system for all current retirees and all future retirees. The MERS Plan Document, policies and procedures of MERS shall control the administration of all employee pensions, including investments and payments, except as otherwise provided below.

Employees in this division will be credited with one month of service credit for each month worked, provided however, that the employee works a minimum of 80 hours in that month. Hours worked includes those hours for which the employee is fully compensated, such as paid time off.

Defined Benefit Plan

The Defined Benefit Plan is for all employees hired prior to December 1, 2013. The provisions in this section apply to the administration of the Defined Benefit Plan only. Notwithstanding anything to the contrary as may contain herein, employees hired prior to December 1, 2013,

shall have the portion of their pension earned for credited service time prior to December 1, 2013, calculated in accordance with the provisions of the parties' collective bargaining agreement. (Termination of FAC. See MERS study attached.) Effective December 1, 2013, the multiplier for these employees shall be 2.0% for all credited service time earned after that date, and the pension benefit shall be based on base wages only, and shall not include any banked leave time or overtime.

The employee annual contribution for all employees regardless of date of hire shall be fifteen percent (15%) of base wages only. The parties understand and agree to the following MERS requirements notwithstanding any other language in this agreement to the contrary or in conflict with the MERS requirements.

Hybrid Plan

Employees hired on or after December 1, 2013, shall be provided with the MERS hybrid pension plan (which includes a component of a defined benefit and defined contribution) with a 1.5% multiplier.

Final Average Compensation (FAC) will be computed using the average of the highest consecutive 3 year (36 month) period of earnings from the member's entire work history as reported to MERS by the Municipality.

Employees who have accumulated 72 months (6 years) of service credits in accordance with this section, and who have reached the age of 60 years, are eligible to retire and to receive a pension benefit calculated in accordance with this article.

Employees who leave the employment of the City with 72 months (6 years) of accumulated service credits, but who have not attained the age of 60, are eligible to receive a pension benefit calculated in accordance with this article, once they attain the age of 60.

Participants may make a one time, irrevocable election to contribute up to 5% of all earnings in increments of 1% to the defined contribution component of the Hybrid Plan. The City will match the employee's contribution up to 5% not to exceed the 10% overall Hybrid Plan Employer contribution cap. Employees shall be 100% vested at all times on their own contributions. They will vest on the employer contributions according to the following schedule: After 1 year of service, 20% vested; 2 years, 40% vested; 3 years, 60% vested; 4 years, 80% vested; 5 years, 100% vested.

The parties agree Section 19B of the MERS Plan Document in effect at the time this agreement is ratified prohibits modifications to the Hybrid plan in this agreement. The parties also understand and agree there is no employee contributions permitted for the DB portion of Hybrid plan unless the employer cap is hit. Furthermore, the parties understand and agree the multiplier may not be changed in the future and FAC-3 and 6/60 provisions are Hybrid standard.

If it is determined that any of the pension language as set forth above is in conflict with the MERS plan documents, then the parties will work together to correct the issue to the satisfaction of MERS.

Retirement is considered after 25 years of service to the City.

ARTICLE XII. STRIKE PROHIBITION

The Lodge will not engage in or sanction strike action during the life of this Agreement.

ARTICLE XIII. DISCIPLINE

- (a) No Punishment Without Cause. No employee shall be removed, discharged in rank or pay, suspended or otherwise punished, except for cause.
- (b) Requirement of a Written Statement. The employee shall be furnished with a written statement of the charges and the reasons for disciplinary action.
- (c) Time Limit for Filing Charges. All charges shall be void unless filed within ten (10) days provided the employee's actions are not under investigation by County, State or Federal police agency or by the Office of the Wayne County Prosecutor, or by the Attorney General of Michigan.
- (d) City Must Have Knowledge of Occurrence. The time for filing charges shall begin to run after the City receives notice of the alleged occurrence or supervisory personnel have knowledge, or with the exercise of reasonable diligence should have knowledge of the occurrence, whichever is first.
- (e) City Must Use Due Diligence. The City is required to use due diligence in its investigation of possible disciplinary action.
- (f) Due Process Must Be Provided. In any trial board proceeding, the employee shall have reasonable time to prepare for the defense against charges preferred and shall have the right to counsel, and shall be afforded due process.

ARTICLE XIV. GRIEVANCE AND ARBITRATION

Sec. 1 – Grievance Procedure

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

STEP ONE: Within 15 days of the date the member receives actual knowledge, that is, actual notice of the actual event which gives rise to his/her alleged grievance, the problem shall be taken up informally between the Lodge representatives in the particular unit and the superior officer involved.

STEP TWO: Should Step One not resolve the issue within three (3) days of Step One, it shall then be taken up between the Lodge and the Chief of the Department. If the matter is not resolved within seven (7) days of its submission to the Chief, it may proceed to the next step of this procedure.

STEP THREE: Should Step Two not resolve the issue, then a meeting between the Lodge representative and the City Manager or designee shall be formally requested in writing supported by statement of the grievant involved and such meeting shall be held within a period of seven (7) days following such request.

STEP FOUR: If in any of the foregoing Steps either party fails to carry out the procedure outlined, or if the grievance is not satisfactorily resolved in the last preceding Step, the Lodge or Employer, as the case may be, may within sixty (60) days of Step Three, proceed to arbitration. An arbitrator shall be selected in accordance with the rules, regulations and the procedures of the American Arbitration Association.

The parties agree to be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. The decision of the Arbitrator shall be final and binding upon the parties hereto. The fees and expenses of said Arbitrator shall be paid by the party against whom the decision is rendered.

ARTICLE XV. SENIORITY

Sec. 1 – Anniversary Date

The anniversary date of service, for the purposes of this Article shall be the original date of appointment to the Police Department, subject to the rules of resignation and/or retirement. Seniority shall be determined by the employee's length of service in the Department. Time spent in the Armed Forces on military leaves of absence and other authorized leaves and time lost because of duty-connected disabilities shall be included.

Sec. 2- Seniority Points in Promotional Tests

Seniority points shall be given at the rate of .75 per each year of service with a maximum of 15 points provided a grade of 70 is reached on the written examination.

Sec. 3 – Oral Tests

Twenty-five (25%) percent of any test score shall be attributable on an oral examination. Any person connected with the Hamtramck Civil Service may not participate in the Oral Interviewing Board.

Sec. 4 – Position Vacancies

The City shall have no obligation to fill vacancies. Instead, vacancies shall be filled at the City's discretion and in accordance with management rights and prerogatives.

All vacancies shall be filled according to the established eligibility lists; if no eligibility lists exist, same shall be established within sixty (60) days. In all personnel revisions, vacancies and assignments preference shall be accorded certified employees whose names appear on seniority lists.

ARTICLE XVI. WORKING CONDITIONS

Sec. 1 – Permanent Shifts.

- (a) The City shall continue to maintain in force Article X Sections 1 through 4 Staffing Requirements.
- (b) Patrol officers serving on special assignment will serve on such shifts as the special assignment requires. Special assignments will not be considered for the purposes of shift selection. Patrol officers who return from special assignment will not be allowed to bump lower seniority officers. Provided, however, said officer shall be allowed to utilize seniority in the next bidding period or opening. Openings shall be posted for at least fifteen (15) days or until all members have been polled with regard to seniority.
- (c) Any openings that arise shall be posted for fifteen (15) days or until all members have been polled with regard to seniority and shall be filled by the same bidding process based on seniority with the understanding that the patrol officer who received the shift change may be required to change his choice of furlough.
- (d) Shift placement will be made by seniority and first choice. When a patrol officer's first choice is filled than selection will be by seniority and second choice is possible. Patrol officers refusing to make a shift selection will be placed in the remaining openings.
- (e) Rotating days off will continue every twenty-eight (28) days as set forth in the collective bargaining agreement with the exception of the first shift change only. Also, the provisions of this agreement shall not apply to probationary employees.
- (f) The Chief of Police, the Commissioner, or his designee shall have the discretion to change shift assignments for punitive or disciplinary reasons.

Sec. 2 – Pay for Acting Rank

Any member of the Police Department who is assigned to perform all the regular duties of a higher rank by his superior, for two (2) weeks or more, shall receive the salary for performing the duties of such higher rank for the entire period he is assigned.

Sec. 3 – Use of Private Vehicles

A member shall not be compelled to use his privately owned vehicle for any police purposes during working hours.

Sec. 4 – Off Duty Court Appearance

Every officer of the Department employed on the afternoon or midnight shift or on leave or vacation or on a day off, shall be entitled to be paid the below listed minimum amounts in accordance with the following schedule for each and every court appearance at the rate of time and one-half.

District Court	2 hours Monday through Friday
District Court	4 hours on Exam Day
L.C.C	4 hours
Circuit Court	4 hours
Other Courts (Juvenile, Federal)	4 hours

Sec. 5 – Reassignments Within the Department

The Chief or Commissioner shall reassign personnel within the Department by utilizing those who are qualified for the new assignment.

Sec. 6- Duties Unrelated to Police Work

No employee subject to the terms of this contract shall be required to perform duties unrelated to police work. These non-related duties include, by way of illustration and not limitation, opening or closing underpasses and having the responsibility for turning City Christmas lights on and off.

Sec. 7 – Health and Safety

It is mutually agreed between the parties hereto that the employees shall be entitled to work under a satisfactory environment conducive to standards of safety and health which shall be in the best interest of the employer and employee. All equipment shall meet minimum safety standards.

Detectives who are assigned to work between the hours of 4:00 p.m. and 8:00 a.m. shall also work in two (2) man cars whether marked or unmarked. However, individual detectives may, on a daily basis, voluntarily waive such right.

Sec. 8 – Training Days and Added Incentive

- (a) Departmental training days shall be discussed and mutually agreed upon and selected in such fashion so as not to interfere with monthly shift change rotation and the three-day (3) weekend which occurs at the time of shift rotation.
- (b) Overtime pay shall be paid only for off-duty training which employees are mandated to attend. No benefits will be paid for approved training requested by the employees.

- (c) Any employee wishing to further his education in related fields of police work who attends an accredited institution on his own time, shall, upon his satisfactory completion of such classes, be reimbursed the amount of his costs for tuition and books subject to the prior written approval of the City Manager. The amount of reimbursement shall be limited to the average credit hour rate community colleges in Wayne, Oakland, and Macomb Counties.

Sec. 9 – Standby Time

If any employee receives approval by the Chief of the Police Department or the Director of Public Safety or Commissioner to be on a standby status during any intervening period between his regular work shift, and is not called in, shall receive a minimum two(2) hours of overtime for such standby service.

Sec. 10 – Probationary Officer

A new employee shall be designated a probationary officer for a period of one (1) year.

Sec. 11 – Residency

The City shall not require residency in the City of Hamtramck as a condition of employment for any employee covered under the terms of this Agreement.

Sec. 12 – Telephone

- (a) Employees covered under the terms of this Agreement shall have a telephone in their home.
- (b) The telephone number must be provided to the head of the Police Department and the employee's immediate superior.
- (c) The financial responsibility for maintaining such a telephone shall be solely that of the employees.

Sec. 13 – Uniform Changes

In the event the City wishes to change police uniforms, then a committee consisting of the Lodge president, Lodge secretary, Hamtramck Police Ranking Officers Association president and the Chief of Police or Commissioner (total of four (4) members) shall be convened to determine if such a change is necessary. If the Committee, by majority vote, determines that such a change is necessary, then such a change shall be implemented. If police uniforms are changed, no further change or request to change uniforms shall be put before this Committee and no change shall take effect until three (3) years have expired from the effective date of the last uniform change.

Sec. 14 – Promotions to a Higher Rank before Retirement

Any person covered under the terms of this Agreement who is promoted to a higher rank must hold that rank for ninety (90) days prior to retirement or that employee shall not be entitled to the pension benefits available to persons holding said higher rank.

Sec. 15 – Union President on Day Shift

The President of the Lodge shall be assigned to the day shift

Sec. 16 – Drug/Alcohol Testing

The following shall constitute the controlled substance testing policy of the City.

- (a) In implementing a Controlled Substance Testing Program, the City may require a police officer to submit to urinalysis drug screening as provided herein:
1. As part of a scheduled Drug Screening Program where participation is required of all sworn police officers of the Department within a specified period of time.
 2. In connection with a promotion or relating to a claim that the police officer was injured on the job.
 3. When a police officer is involved in a vehicular accident or firearm discharged which results in injury or death, or damage to property, and there are specific facts to establish reasonable suspicion that the police officer was under the influence of any controlled substance at the time of his/her involvement.
 4. When a command officer has reasonable suspicion predicated upon specific facts and reasonable inferences drawn from those facts that a police officer is under the influence of, using, selling, dispensing, or in possession of any controlled substance, unlawful, mind-altering, or non-physician prescribed drugs.
 5. Prior to, and preceding assignment from, any position in which a police officer, due to the nature of his/her work assignment, routinely works with or has continuous access to any controlled substance(s).
- (b) Under the procedures established in this policy, any police officer will be afforded the opportunity to avail him or herself of a department approved/supervised drug rehabilitation and treatment program prior to being notified that he/she is to report for testing on a specific date and time. With regard to marijuana use, this program will require the individual to participate in a department approved/supervised drug education program as directed by the department, followed by unannounced periodic testing for drugs for a period of one (1) year thereafter. With regard to drugs or controlled substances other than marijuana, this program will require the individual's enrollment in a department approved/supervised in-patient treatment facility, followed by participation in a department approved/supervised outpatient treatment program as directed by the treatment facility. Such participants will be subject to unannounced periodic testing for drugs for a period of two (2) years thereafter. Any further use of any controlled substance under any circumstance, except as directed by a physician, will thereafter result in the police officer's discipline up to and including suspension and dismissal from the Hamtramck Police Department. Furthermore, the failure to fully participate in the prescribed rehabilitation and follow-up program will constitute grounds for discipline up to and including suspension and dismissal.

A police officer shall be allowed the opportunity to utilize sick time, vacation time and/or ATO time for purposes of such treatment until such bank(s) is/are exhausted, if necessary. If no bank time remains available then the police officer will undertake the necessary treatment without pay. However, the police officer's contractual benefits shall remain in full force and effect throughout the treatment program. No leave time will be accumulated during this time.

- (c) If a police officer alleges that an order requiring submission urinalysis is in violation of this policy, he/she shall comply with the Order, and may simultaneously file a protest with the communicator of the Order. Disputes arising out of such protests shall be subject to arbitration under applicable provisions of the Collective Bargaining Agreement.
- (d) Refusal to comply with an Order to submit to a urinalysis drug screening given pursuant to the provisions of this Policy shall constitute a basis for disciplinary action, up to and including discharge from employment.
- (e) A urinalysis drug screening test which is confirmed "positive" by Gas Chromatography/Mass Spectrometry (GC/MS) or a superior testing technique, shall constitute a basis for disciplinary action, up to and including discharge.
- (f) If the reasonable suspicion giving rise to the testing Order arises while an officer is on duty, a reasonable effort shall be made to have the test performed while (s)he is still on duty or as soon thereafter as is practical.
- (g) In the event that the reasonable suspicion (as outlined in paragraph A-4 above) arises while the officer is off duty (s)he shall be directed to report for testing at the beginning of his/her next tour of duty or the next morning, whichever occurs first, unless there are compelling reasons not to wait until that time.
- (h) Police officers shall give a urine sample at either a hospital or accredited testing lab.
- (i) Officers may upon request have a Union representative present during the testing procedure, provided that the test will not be postponed for more than sixty (60) minutes to await a Union representative. A telephone call will be made to the Union's President, or designated representative, advising of said pending test, but in no instance will the sixty (60) minute waiting rule be waived or will the police officer taking the test have more than one representative present.
- (j) When a sample is taken under any of the above delineated circumstances, a portion shall be retained for a second test should either the City or police officer request same.
- (k) Any test showing a "positive" result will be confirmed by the GC/MS method or a superior testing technique before administrative action is commenced.

- (l) Officers shall be notified of a "positive" result and be given an opportunity to present themselves for a second sample at a time chosen by the City. In no event shall the second test be held later than twelve (12) hours after the notice to the police officer that the first test was positive. Notice to the police officer of the first test being positive shall be made directly to the police officer at which time the police officer shall also be advised that a copy of the written test results, as provided by the testing facility, are available. In the event an officer declines to offer a second sample, the reserved portion of the first sample may be utilized.
- (m) Laboratories/testing facilities utilized by the City for urinalysis will have a quality assurance program which encompasses all aspects of the testing process, including specimen acquisition, chain of custody, security, and reporting procedures in addition to the screening and confirmation of analytical procedures.
- (n) Documentation of all aspects of the testing procedure shall be maintained for a minimum of two (2) years and will include: chain of custody of documents, quality assurance/quality control records, all test data, reports/performance records on proficiency testing, performance on accreditation inspections, and hard copies of any computer-generated data.
- (o) Prior to the submission of a urine sample, it shall be the police officer's duty to disclose and describe all drugs, both prescription and non-prescription, which the police officer has ingested or had contact with within the last thirty (30) days, on forms provided by the City. In addition, any police officer who has had contact with or is subjected to passive inhalation of a controlled substance (e.g. prolonged presence in a room where marijuana is smoked), who ingests medication other than "over the counter" non-prescription medication, except medications containing codeine or Darvon derivatives or who actually ingests any controlled substance in the performance of his/her duties, shall notify their immediate supervisor on forms provided by the City. A copy of the aforementioned forms will be maintained by the City for a minimum of two (2) years. A police officer will be provided a copy of the form(s) submitted bearing written verification of its submittal to the immediate supervisor.
- (p) Any police officer testing negative, pursuant to Section A-1 above, shall not be subjected to another urinalysis, until all sworn police officers of the Department have been tested, unless the police officer meets one of the above-enumerated exceptions, (A-2 through A-5 inclusive).
- (q) In no event shall a urinalysis be required without the express approval of the Chief of Police, Acting Chief of Police, or Police Commissioner.
- (r) Under no circumstances, with the exception of use in disciplinary proceedings, shall a police officer's personnel file contain any reference to results of any drug tests, nor shall any such test results be disclosed to the public without the express written permission from the

police officer involved unless ordered by a court of competent jurisdiction or in connection with the defense by the City of a civil action brought by a police officer as against the City.

- (s) The City shall be responsible for the cost of tests ordered pursuant to this policy.
- (t) For all practical purposes, the police officer shall be considered "on-duty" and shall be paid per his/her regular rate of pay for all time required by the testing procedure.
- (u) A police officer who is scheduled for a urinalysis on a day (s)he is not scheduled to work shall receive a minimum of two (2) hours call-in time.
- (v) Any disciplinary action imposed upon a police officer by the City which is in any way related to the contents of the aforementioned policy shall be subject to the grievance procedure.
- (w) Notice to Police Officers/Other Laws.
 - 1. Each present police officer will be furnished a copy of this policy and will sign a receipt for same. Police officers hired in the future will be furnished a copy at time of hire.
 - 2. These policies will be implemented in a manner that will comply with all applicable federal and state laws.

Sec. 17 – Union Notification

The Union President or in his absence, another Union Officer shall be notified at least 48 hours in advance of all postings of promotions, special assignments, department policy changes, in-service training assignments and/or school availabilities, and/or, except in emergencies, special or general orders.

Sec. 18 – Promotion Testing

Promotional testing will be scheduled every two years or as needed.

The Eligibility list will be in effect for two (2) years.

ARTICLE XVII. FALSE ARREST INSURANCE

The City shall provide a fully paid policy of false arrest insurance or shall self-insure, in the amount of Five Hundred Thousand Dollars (\$500,000) per person per occurrence. Such coverage shall provide coverage and pay damages because of claims for false arrest, assault and battery, false imprisonment, malicious prosecution, false or improper service of process, or other claims growing out of the performance of the official duties of law enforcement officers or their employees during the period of the contract. Such coverage shall at least be consistent with the law enforcement officers comprehensive liability insurance formerly provided by Ideal Mutual Insurance Company under a master policy number GR 78-244 issued to the National Sheriffs Association.

ARTICLE XVIII. SEPARABILITY

This Agreement is subject to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the City, the Lodge and the employees in the bargaining unit.

- (a) In the event that any provision of this Agreement shall at any time be held to be contrary to law by a Court of competent jurisdiction, from whose final judgment or decree no appeal has been taken within the time provided therefor, such provision shall be void and inoperative.
- (b) However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

ARTICLE XIX. SPECIAL ASSIGNMENTS

Sec. 1 – Definition

These special assignments shall include, by way of illustration, but not limitation, traffic, motorcycle, radar, warrant officer, juvenile officer.

Sec. 2 – Postings

All requirements for a special assignment shall be posted by the City, and a copy sent to the Union, at least fifteen (15) days prior to their being made.

Sec. 3 – Seniority

Seniority shall be an important consideration in management's making special assignments, and shall govern if other factors are approximately equal.

ARTICLE XX. DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be distributed by the City to all employees of the Police Department within thirty (30) days of signing of the contract.

ARTICLE XXI. DURATION

Sec. 1 –Duration

This agreement shall be effective as of the first day of July 1, 2014, and shall remain in full force and effect to and including the 30th day of June, 2016.

Sec. 2 – Future Negotiations

Not later than April 15, 2016, both parties to this Agreement shall enter into negotiations for a new Agreement for a succeeding period.

Sec. 3 – Extension

In the event that negotiations extend beyond the 20th day June, 2016, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract. It is understood that this agreement is subject to standard ratification, approval and execution procedures.

IN WITNESS WHEREOF, the parties hereto have set their hands this 15 day of June, 2015.

HAMTRAMCK FRATERNAL ORDER
OF POLICE LABOR COUNCIL,

By: David A. Forester
6.15.15
Its: President

By: [Signature]
6/15/15
Its: Vice President

CITY OF HAMTRAMCK
A Michigan municipal corporation

By: [Signature]
6.15.15
Its: City Manager

By: _____
Its: Mayor