

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF HAMTRAMCK, MICHIGAN
AND
HAMTRAMCK POLICE RANKING OFFICERS
ASSOCIATION**

**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 municipal corporation hereinafter referred to as the "city" and the HAMTRAMCK POLICE RANKING OFFICERS ASSOCIATION, hereinafter called the "association".

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

Section 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 association and to provide an orderly and equitable means of resolving future differences between the parties.

Section 2 – Definitions

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

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

ARTICLE II. COVERAGE

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 association as the sole and exclusive bargaining representative of the following employees of the Police Department: lieutenants and sergeants.

ARTICLE IV. DUES DEDUCTION

The city shall deduct, as dues, from the pay of each employee, from whom it receives an authorization to do so, the required amount for the payment of association dues, fees, and assessments. Such sums, accompanied by a list of employees who had authorized such deductions and from whom no deductions were made and the reasons therefore, shall be forwarded to the association secretary as soon as possible after such collections have been made.

ARTICLE V. ASSOCIATION ACTIVITIES

Section 1 – General Activities

Employees and their association representative shall have the right to join the association. The association shall have the right to engage in lawful concerted activities for the purpose of collective negotiations of bargaining or 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.

Section 2 – Association Security – Agency Shop

From the effective date of this agreement for its duration any employee who is not an association member, shall, as a condition of employment pay to the Hamtramck Police Ranking Officers Association, 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 association 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.

Section 3 – Released Time

Officers and other representatives of the association shall be afforded reasonable time during regular working hours without loss of pay to fulfill their association 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 for such purpose.

Section 4 – Bulletin Boards

The association shall be provided suitable bulletin board space for the posting of association notices or other materials.

Section 5 – Meetings

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

ARTICLE VI. OTHER AGREEMENTS AND ORGANIZATION

Section 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.

Section 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 association.

Section 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 service rules are necessary to be re-incorporated into the body of the parties' master collective bargaining agreement in order to provide 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 .75 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 15 extra points based upon seniority. To test for the position of Sergeant, a candidate must have a minimum of seven year of service as a sworn Hamtramck Police Officer. Sergeants must serve three years in grade to test for the position of Lieutenant.

ARTICLE VII. ECONOMIC MATTERS

Section 1 – Wage Differentials

This agreement shall be based upon the concept of maintaining and then creating a percentage pay differential between non-supervisory and supervisory employees and among supervisory employees on the basis of the differences in supervisory duties and responsibilities. On that basis, the following percentage wage differential shall be maintained for the following classifications:

- (a) Sergeant – 14.5% greater than a detective's wage.
- (b) Lieutenant – 15% greater than a sergeant's wage.

Section 2 – Overtime Pay

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, at forty (40) hours per week;
- (b) 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. "Retirement" is defined by MERS standard bylaws.
- (c) All members are required to use direct deposit.
- (d) Double time shall be paid for the seventh day worked after a normal work week.

Section 3 – Holiday Pay

Each employee shall be entitled to eight (8) paid holidays:

- (a) Each employee covered under this contract shall receive the following paid holidays: New Year's Day, Martin Luther King Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Payment for holidays is to be made at each individual's own rate of pay per day.

(b) The senior employee per shift (e.g., platoon) or bureau (e.g., Detective Bureau) who works on Easter Sunday, Independence Day, Thanksgiving Day or Christmas Day shall receive eight (8) hours of straight time pay at that employee's particular rate of pay for having worked.

(c) Pay will consist of 8 hrs. of straight time per holiday. 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. This provision shall not apply as long as an employee's use of a sick day or E-day on, before or after a recognized holiday does not result in overtime.

Section 4 – Gun Allowance

Gun allowance shall be paid to all employees of the Police Department. The amount shall be five hundred dollars (\$500.00) per fiscal year, \$250 to be paid on January 1 and the remaining \$250 to be paid on July 1.

Section 5 – 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 6 – Future Retiree Healthcare

Employees Vested for Regular Retirement

- (a) Current employees in this unit, 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.
- (b) 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.
- (c) 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.
- (d) 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.

Section 7 – Health Insurance Coverage After Line-of-Duty Injury

The city shall provide continuous health insurance coverage as described above in Section 5 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.

Section 8 – Layoffs

- (a) All wages and benefits due and owing to an employee shall be paid within one (1) week after layoff.
- (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.

- (e) The city shall provide hospitalization for the laid-off employee until the next premium is due; thereafter, the laid-off employee shall be carried as a group member as long as he/she is on lay-off and shall pay to the city group membership premium for hospitalization.

Section 9 - Newly Promoted Employees

Any employee promoted in this bargaining unit that has a reduced health care benefit shall maintain that benefit even upon promotion.

ARTICLE VIII. VACATIONS

Section 1 – Amount

All employees of the Police Department shall be entitled to twenty-two (22) days leave with pay per year. For all intents and purposes, this shall be deemed twenty-two (22) days; eleven (11) consecutive workdays in summer – eleven (11) consecutive workdays in winter.

Section 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.

Section 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.

Section 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 Chief of Police for such occurrences or events as but not inclusive of civil disturbances, major and infrequent public event or weather emergencies.

ARTICLE IX. SICK LEAVE

Section 1 – Amount

All members shall accumulate sick leaves at the rate of one day per month or twelve (12) days per year. These days shall accumulate to a maximum one hundred fifty (150) 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. In the event of death, money due to employee shall be paid to legal beneficiary. Sick slips will not require notarization.

Any employee promoted into this bargaining unit that has a reduced sick leave bank shall maintain that bank even upon promotion.

Section 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.

Section 3 – Determination of Sick or Disability Status

It is the responsibility of the physician on the staff of Henry Ford Hospital, 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/her regular hours, and is unable to complete his/her tour of duty, he/she shall be carried as disabled. At all other times, he/she shall be carried as sick until the final determination is made by a physician on the staff of Henry Ford Hospital, selected by the City.

Under no circumstances shall the status of an employee being carried as sick or disabled be changed in any department records without written authorization of the physician.

Section 4 – Report 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."

Section 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.

Section 6 – Limited Duty

Union employees placed on limited duty by a physician on the staff of Henry Ford Hospital, selected by the city, shall report immediately with their limited duty authorization to the department head that 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 Henry Ford Hospital, selected by the city. When employees are taken off limited duty, they shall report immediately with authorization slip to their supervisor.

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

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

Section 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/her acting in the capacity of oath of office and is unable to work, the city shall supplement any Workers' Compensation benefits in order to continue the employee's normal rate of pay without loss of accumulated sick leave days. When a question arises as to whether said injury or illness is a result of an on-duty event or action taken in the capacity of 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 supplemental pay, as described above, shall continue for a period not to exceed two (2) consecutive years at which time the employee shall be placed on a permanent disability list under his then currently existing pension plan. Provided further, however, in the city's discretion, in the event said supplemented pay, as described above, shall continue for a period of two (2) years accumulatively (not necessarily consecutively) over a five (5) year period, then, in that event, in the city's discretion, the employee may 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/her duty, either in the city of Hamtramck or while rendering "mutual aid" in another community, or if an employee dies while off duty, that employee's death results from performance of his/her oath of office in the city of Hamtramck, then in that event the city of Hamtramck:

(i) 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.

(ii) Shall have the obligation to provide survivor's pension benefits to the spouses and/or dependents, as the case may be, for the deceased employees covered under the terms of this agreement who 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.

Section 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 Henry Ford Hospital, 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.

Section 9 – Other Leaves

Emergency Leave – An employee shall be entitled to eight (8) personal leave days per year for personal business, subject to approval of his superior officer. “E” days shall not be deductible from sick leave.

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, and grandparent. 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 preceding 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.

Section 10 - ATO Bank

Each employee shall be allowed to accumulate a maximum of 80 hours of ATO (Accumulated Time Off).

- (a) ATO shall not be used by and employee when doing so would result in the payment of overtime to another employee, unless such use is approved by the Chief of Police or the Chief’s designee.
- (b) Upon separation from employment, whether by retirement of any other reason, the City shall pay to the employee any unused banked ATO at the employees existing rate of pay at the time of the separation.

ARTICLE X. HOURS OF EMPLOYMENT

Section 1 – Work Schedules

The normal work week for employees of the Police Department will not be more than forty (40) hours per week under the following conditions:

(a) The three (3) platoon permanent shift system as is presently in operation shall be retained. annually, in March of each year, all employees will bid according to seniority for shifts; officers serving on special assignment will serve on such shifts as said special assignment requires; officers who return from special assignment after shift selection has been made, will not be allowed to bump a lower seniority officer, provided however, said officer shall be allowed to utilize seniority in the next bidding period or interim shift change or opening; interim platoon openings shall be posted for at least fifteen (15) days. The Chief of Police, or his designee, shall have the discretion to change shift assignments for punitive or disciplinary reasons or in order to avoid an employee's hardship.

(b) Duty hours shall be as follows:

1. Platoon I 7:00 a.m. to 3:00 p.m.
2. Platoon II 3:00 p.m. to 11:00 p.m.
3. Platoon II 11:00 p.m. to 7:00 a.m.

(c) The supervisory personnel in the uniform division shall consist of not less than two (2) uniform lieutenants, and three (3) uniform sergeants. One of the two Lieutenants will have command over the department's patrol division and typically work on the day shift. The second Lieutenant, also typically assigned to the day shift, would take command over the department's non-patrol functions (Detective Bureau, Records and ID, Property, Special Assignments, etc. Lieutenants could be assigned to other shifts as dictated by supervisory needs. Lieutenants shall select their regular assignments (patrol vs. non-patrol) on an annual basis every March based on seniority. However, the police chief may veto such assignments if he or she believes such assignment would have a detrimental effect on the efficient operation of the department. Lieutenants shall have the discretion to set their regular hours of work and leave days; provided however that (1) The chief shall retain the right to require periodic and temporary changes to these regular hours under special circumstances including but not limited to the supervision of special investigations, to address shift-specific issues, to assist with special events, to attend to performance and disciplinary issues, and other departmental needs requiring the involvement of departmental executives and (2) The Lieutenant shall publish to the chief their 28 day schedule at the beginning of each departmental 28 day shift rotation.

(d) The City will operate with four (4) sergeants, three (3) of whom will be assigned to supervise a patrol shift (see subsection (c) above), and one who will serve directly under and report to the Lieutenant in charge of the non-patrol functions of the department.

Each shift will have two Corporals who will be scheduled to work on the Sergeants' days off and serve as the shift commander on those days. Corporals will serve as members of

the FOP even though they will, as part of their duties under the FOP contract, serve as shift commanders on shifts when ROA members are, for any reason, not working.

The Patrol Division Sergeants will have seniority due to rank over Corporals of the FOP and shall have the right of first refusal for supervisory overtime before it is offered to Corporals. Likewise, Patrol Division Sergeants shall have first choice in their selection of leave days, furloughs, E days and holidays. Annually in March, Sergeants shall bid by seniority for their patrol shifts.

(e) 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.

(f) The parties agree that, during the term of the agreement, the city will not seek to modify the terms of the 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 produced 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 service to \$5,000 and each party shall bear one third of that cost with the H-FOP paying the remaining third. 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 scheduling of this overtime so that the city has available patrol vehicles and other necessary equipment of those desiring to work a particular shift. However, ROA members shall be entitled to participate in this program and subject to its own independent limitations which shall be equal to those for the FOP under section E (1), (2), (3) of DGO 2010-03.

The City has the sole right and discretion to re-open this Agreement in the event that it determines that the current staffing levels, whether Unit wide, per schedule or per shift are inefficient and/or not cost effective.

Section 2 -- 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 days.

ARTICLE XI. PENSIONS AND RETIREMENTS

Municipal Employees Retirement Systems (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.).
- (b) In addition to the basic MERS benefits, the following MERS benefit enhancements will apply:
 - Employee who retire on or after July 1, 1991 shall receive, in addition to 1(a) above, the MERS benefit enhancement B2 benefit program retirement allowance, pursuant to Section 16 427, 1984 (MCLA 38.1516).
 - (c) Employees who retire on or after June 30, 1997 shall receive, in addition to 1(a), (b) above, the following MERS benefit enhancement
 - "Full benefits when the member or vested member has attained 25 years of service regardless of age and B-4 benefit program retirement allowance pursuant to Section 16 PA 427, 1984 (MCLA 38.1516 a)."
 - (d) The City agrees to cover all employees of the Hamtramck Police Department under the D-2 disability enhancement.

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:

Newly Promoted Employees

Any employee promoted in this bargaining unit that has a reduced pension care benefit (including a hybrid plan) shall maintain that benefit even upon promotion.

Miscellaneous

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.

ARTICLE XII. STRIKE PROHIBITION

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

ARTICLE XIII. DISCIPLINE

Section 1 – No Punishment Without Cause

No employee shall be removed, discharged in rank or pay, suspended or otherwise punished, except for cause.

Section 2 – Requirement of a Written Statement

The employee shall be furnished with a written statement of the charges and reasons for the disciplinary action.

Section 3 – 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.

Section 4 – 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.

Section 5 – City Must Use Due Diligence

The city is required to use due diligence in its investigation of possible disciplinary action.

Section 6 – 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

Grievance Procedure

Should any differences, disputes or complaints arise as to the meaning or application of the provision 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 uniformly between Association representatives in the particular unit and the superior officer involved.

STEP TWO:

Should step one not resolve the issue within seven (7) days, it shall then be taken up between the association and the Chief of the Department. If the matter is not resolved within three 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 Association representative and the City Manager shall be formally requested in writing supported by

statement of the grievants 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 step, the Association 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 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

Section 1 – Anniversary Date

The anniversary date of service, for 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.

Section 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 assessment center.

Section 3 – Position Vacancies

Subject to the approval of the Hamtramck City Council, all vacancies shall be filled according to the established lists within fifteen (15) days; if no eligibility list exists, one shall be established within ninety (90) days.

Section 4 – Selection of Police Chief

The City has the right to select the Chief of Police from outside the bargaining unit, understanding the City has management rights to assign duties to that individual as the City sees fit.

ARTICLE XVI. WORKING CONDITIONS

Section 1 – Permanent Shifts

The parties hereto acknowledge that they have entered into an Agreement allowing for permanent shifts and have adopted a method of selection of permanent shifts. The permanent shift system in place shall continue for the duration of this Agreement. This does not apply to additional positions consistent with Article X Section 1(e) above.

Section 2- Pay for Acting Rank

Any member of the Association who is assigned to perform all of the regular duties of a higher rank by his superior for a period of thirty (30) consecutive days or more, shall receive the salary for performing the duties of such higher rank for the entire period he is so assigned.

Section 3 – Use of Private Vehicles

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

Section 4 – Off Duty Court Appearance

DISTRICT COURT	2 hours, 4 hours any day wherein a preliminary examination is scheduled.
L.C.C.	4 hours
CIRCUIT COURT	4 hours
OTHER COURTS (juvenile, federal)	4 hours

Section 5 – Reassignments and Special Assignments

Reassignments and special assignments shall be based upon seniority within rank provided the eligible Association member has basic minimum qualifications to perform the duties of the reassignment or special assignment.

Section 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.

Section 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.

Section 8 -- Standby Time

If any employee receives approval by the Chief of Police to be on a standby status during an 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.

Section 9 -- 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.

Section 10 -- 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 Chief of Police Department and the employee's immediate superior.
- (c) The financial responsibility for maintaining such a telephone shall be solely that of the employee.

Section 11 -- Uniform Changes

In the event the city wishes to change police uniforms, then a committee consisting of the Association president, Association treasurer, Fraternal Order of Police, Lodge 109, president and the Chief of Police (total four (4) members) shall be convened to determine if such a change is necessary. If the committee, by majority vote, determine 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.

Section 12 -- 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 discharge 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 himself 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 Hantramck 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.

(c) A police officer shall be allowed the opportunity to utilize sick or vacation 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.

(d) 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 arbitrable under applicable provisions of the Collective Bargaining Agreement.

(e) 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 (CC/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 he/she 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.

Section 13 – Traffic Safety Program

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 produced 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 the self-sustainability, the 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 \$5000 and each party shall bear one third of that cost with the H-FOP paying the remaining third. 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 a particular shift. However, ROA members shall be entitled to participate in this program and subject to its own independent limitations which shall be equal to those for the FOP under section E (1),(2), (3) of DGO 2010-03.

ARTICLE XVII. FALSE ARREST INSURANCE

The city shall provide a full paid policy of false arrest insurance or shall self insure in an amount equal to Five Hundred Thousand Dollars (\$500,000.00) 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 policy.

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 Association 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 therefore, 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. DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be distributed by the city to all employees of the Hamtramck Police Ranking Officers Association.

ARTICLE XX. DURATION

Section 1 – Duration

The duration of this contract, both as to economic and non-economic provisions shall run from July 1, 2014 to June 30, 2016.

Section 2 – Future Negotiations

Not later than March 31, 2016, the parties agree to undertake negotiations for a new Agreement for a succeeding period.

Section 3 – Extension

In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract. Any additional benefits or increases in wages obtained as a result of negotiations after the expiration of this Agreement shall accrue from June 30, 2016.

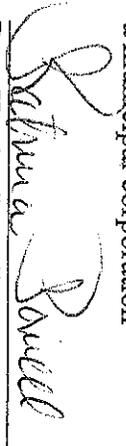
HANTRAMCK POLICE RANKING
OFFICER'S ASSOCIATION


By: Steve Smitscik
Its: President


By: Andy Milestka
Its: Vice President

By: _____
Its: Recording Secretary

CITY OF HANTRAMCK
a municipal corporation


By: Katrina Powell
Its: City Manager


By: August Gitschlag
Its: City Clerk