



AGREEMENT BETWEEN THE

CITY OF MONROE

AND THE

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

(COMMAND OFFICERS)

JUNE 18, 2018 THROUGH JUNE 30, 2020

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ARTICLE 1  
AGREEMENT

This Agreement entered into this 18th day of June, 2018, by and between the City of Monroe, a municipal corporation, hereinafter referred to as the "Employer" and the Command Officers Association of Michigan, hereinafter referred to as the "Association."

ARTICLE 2  
PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the Employer and the Association.

ARTICLE 3  
RECOGNITION

Section 1. Description of Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all regular full-time sworn Police Lieutenants, Public Safety Lieutenants, Police Captains, and Public Safety Captains of the City of Monroe Police Department; excluding all Police Officers, and Public Safety Officers and Corporals, Deputy Chief of Police, Chief of Police, Deputy Director of Public Safety, Director of Public Safety, clerical and other non-police supervisory personnel, and all other employees of the Employer.

Although the terms and conditions of this Agreement apply exclusively to regular full-time employees, the Association reserves the right to petition the Employer to bargain concerning the wages, hours, terms and conditions of employment of regular part-time sworn Police Lieutenants, Public Safety Lieutenants, Police Captains and/or Public Safety Captains in the City of Monroe Police Department should the Employer elect to employ such persons during the term hereof.

Section 2. Definitions.

(a) Full-Time Employee. A full-time employee is an employee whose employment is for a period of indefinite duration and who is regularly scheduled to work eighty-four (84) or more hours per bi-weekly pay period.

(b) References to Gender. Unless the context indicates otherwise, wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE 4  
NON-DISCRIMINATION

The provisions of this Agreement shall apply to all employees in the bargaining unit without discrimination on the basis of age, sex, marital status, race, color, height, weight, disability, religion, national origin, political affiliation or sexual orientation, except as otherwise provided by state or federal law.

ARTICLE 5  
ASSOCIATION SECURITY

Section 1. Association Dues or Service Fees. All employees in the bargaining unit shall, as a condition of continued employment, pay to the Association its regular and usual dues or a representation service fee for the negotiation and administration of the contract, commencing thirty-one (31) days following the employee's first date of employment.

Section 2. Check Off.

(a) Employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Association and the Employer), or they may pay dues or fees directly to the Association.

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct the above-referenced Association membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Association's Financial Officer shall submit to the Employer's Payroll Office written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

(c) A properly executed copy of such Authorization Form for each employee for whom the Association membership dues or service fees are to be deducted hereunder shall be delivered by the Association to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form, which is incomplete or in error will be returned to the Association's Financial Officer by the Employer.

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a

deduction is to be made, shall be deducted from the first (1st) pay of such month, and biweekly thereafter.

(e) All sums deducted by the Employer shall be remitted to the Association's Financial Officer within thirty (30) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Association dues or service fees have been deducted, the amount deducted from the pay of each employee and any employees who have terminated their Check-off Authorization during the previous month.

Employees may terminate such Check-off at any time by serving written notice thereof to the Employer.

(f) Once any funds are remitted to the Association by the Employer, their disposition shall be the sole and exclusive obligation and responsibility of the Association. In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or where a deduction is not in conformity with the provisions of the Constitution of the Association or applicable state or federal law, refunds to the employee shall be made by the Association to the employee.

(g) The Employer shall not be liable to the Association for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

### Section 3. Failure to Comply.

(a) An employee who fails to tender to the Association either Association dues or service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

- 1) The Association shall notify the employee by certified or registered mail explaining that he is delinquent in not tendering required Association dues or service fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article.
- 2) The Association shall give a copy of the letter sent to the employee and the following written notice to the Employer at the end of the thirty (30) day period set forth in Section 3(a)(1) above:

The Association certifies that (Name) has failed to tender either Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee.

A copy of such notice shall, at the same time, be given by the Association to the employee.

(b) Upon receipt of such notice, the Employer shall communicate the Association's request for termination to the employee and advise such employee that he must pay all back dues or service fees owed the Association, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Association and the Employer), or he shall be terminated.

Section 4. Save Harmless. The Association shall indemnify, protect and hold harmless the Employer from any and all claims, actions, demands, suits, proceedings, and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

## ARTICLE 6 ASSOCIATION REPRESENTATION

Section 1. The Association shall provide the Chief of Police and the Employer's Human Resources Director with written notice of the names of its officers, the members of its Executive Board, and its authorized grievance and negotiation representatives. Such notice shall be provided promptly and, in no event, later than three (3) days following each such person's appointment.

Section 2. Representatives of the Association shall be allowed a reasonable period of time to investigate and present grievances to the Employer during working hours without loss of time or pay.

Section 3. Employees who are required to attend meetings outside their regularly scheduled shift for the purpose of contract or grievance administration or communications shall be compensated at straight time hourly rates.

Section 4. The Association's Staff Representative and up to four (4) employees selected in accordance with the Association's bylaws shall comprise the Association's bargaining committee for the purpose of conducting negotiations with the Employer. Employees who participate in contract negotiations while on duty shall suffer no loss in pay for such activity.

Section 5. An employee shall not leave his assigned work until he has notified his supervisor that his presence is required in connection with the investigation or presentation of a grievance or contract negotiations with the Employer and has received the supervisor's approval to leave his work for that purpose. Permission to leave work for such purposes shall not be unreasonably withheld. The privilege of leaving work during working hours without loss of time or pay is subject to the understanding that the time will not be

abused. Employees shall perform their regularly assigned work at all times, except when necessary to leave their work for the purposes provided herein.

Section 6. The Association may schedule Employer facilities for meetings so long as such meetings do not conflict with the business of the Employer. The usage of Employer facilities shall be scheduled through the office of the Chief of Police or designee. No employee who is on duty shall attend such meetings without the approval of the Shift Commander.

Section 7. Upon reasonable requests to the Employer's Human Resources Director, authorized non-employee representatives of the Association shall be granted permission to enter the Employer's operations for the purpose of adjusting grievances with designated Employer representatives.

Section 8. The Association President and up to one (1) other employee shall be granted time off without pay to attend union conventions and seminars, provided it does not result in minimum staffing and overtime does not have to be incurred. This will include travel days when necessary. The Union shall provide a written request to the Chief of Police or his designee at least thirty (30) days prior to the periods such time off is desired.

## ARTICLE 7 EMPLOYER RIGHTS

It is recognized that the government and management of the Employer, the control and management of its properties and the maintenance of municipal functions and operations are reserved to the Employer and that all lawful prerogatives of the Employer shall remain and be solely the Employer's right and responsibility except as limited by applicable law and the provisions of this collective bargaining agreement. Such rights and responsibilities belonging solely to the Employer are hereby recognized, prominent among which but by no means wholly inclusive are:

- all rights involving public policy;
- the right to decide the number and location of work stations;
- the right to determine the work to be performed within the unit;
- the right to select, hire, assign, transfer, promote and layoff employees;
- the right to discipline, suspend or discharge employees for just cause;
- the right to maintain discipline and efficiency of employees;
- the right to schedule the hours of work of the employees; and

- the right to determine the amount of overtime to be worked.

The Employer acknowledges and recognizes its responsibility and obligation to discharge the above mentioned responsibilities in a fair and equitable manner with regard to all employees covered under this Agreement, including, but not limited to, the allocation of overtime.

It is further recognized that the responsibility and authority to determine the scheduling as to hours and type of work is vested exclusively by the Employer. It is further recognized that the Employer may, in lieu of laying off personnel, reassign employees to a different classification, and that the Employer reserves the right to eliminate a position created by a vacancy and to not fill vacancies for authorized positions and/or classifications, provided that any employee who is laid off or involuntarily transferred shall be reassigned to his/her prior position when such position is next filled.

## ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. A grievance is a dispute arising under and during the term of this Agreement with respect to an alleged violation of the express terms of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If an employee or the Association does not file or appeal a grievance within the specified time limits, such failure shall constitute acceptance of the action taken by the Employer, and the grievance will automatically be disallowed and the matter closed. If the Employer does not respond within the specified time limits, the grievance will be deemed denied and shall automatically move to the next step. The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Association. Any resolution or forfeiture of a grievance shall be final and binding upon the employee(s) involved, the Association, and the Employer.

An employee with a grievance shall first obtain permission from his/her supervisor before leaving his/her job or work station to contact the Association. An Association representative shall be permitted to be present at all stages of the Grievance Procedure. No grievance may be advanced beyond Step One without the concurrence of the Association President (or designee).

For the purpose of the time limits identified herein, "work days" shall mean Monday through Friday, excluding holidays and other days City Hall is closed for business.

### Section 2. Procedure

#### Step One

Any employee having a grievance shall first take up the matter with the Chief of Police (or designee) within five (5) work days of the occurrence giving rise to the grievance.

### Step Two

If the grievance is not settled at Step One, it shall be reduced to writing, signed by the employee and a representative of the Association, and submitted to the Chief of Police (or designee) within eight (8) days of the occurrence giving rise to the grievance. Within five (5) work days of receipt of the written grievance, the Chief (or designee) will give his/her decision in writing to the employee and the Association representative.

### Step Three

If the grievance is not settled at Step Two, the Association's President (or designee) may request a meeting with the Human Resources Director (or designee). This request shall be submitted in writing within five (5) work days of the Association Representative's receipt of the decision of the Chief of Police (or designee) at Step Two. A meeting between the Association President (or designee) the Association's Business Agent, the Human Resources Director (or designee), and the Chief of Police (or designee), and such others as the Employer shall deem necessary to consideration and resolution of the grievance, shall be scheduled within five (5) work days of the Human Resources Director's (or designee's) receipt of such request. The Human Resources Director (or designee) shall provide the Association President (or designee) a written answer to the grievance within five (5) work days of the meeting.

### Step Four Arbitration

(a) If the answer at Step Three does not resolve the grievance, the Association may appeal the grievance to arbitration by giving the Human Resources Director (or designee) written notice of intent to arbitrate within ten (10) work days of its receipt of the Director's (or designee's) answer at Step Three. Following the serving of notice of intent to arbitrate, the Employer and the Association shall attempt to select an arbitrator to arbitrate the grievance. If the parties have not mutually selected an arbitrator within twenty (20) work days of the Association's receipt of the Director's (or designee's) answer at Step Three, the Association may file a Demand for Arbitration with the American Arbitration Association no later than twenty-five (25) work days following its receipt of such answer. Concurrent notification of such appeal shall be provided to the Human Resources Director (or designee). Notification to the Human Resources Director (or designee) shall be subject to the same time limitations set forth for filing with the American Arbitration Association and shall include a copy of the Association's Demand for Arbitration and identification of the grievance, the issue(s) and the provisions of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with

the procedure and time limits herein provided, the Step Three disposition of the grievance shall be final.

Selection of the arbitrator and the arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Association's Demand for Arbitration is filed. The arbitrator shall have the authority to issue a subpoena for a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Association.

The fees and approved expenses of the arbitrator shall be shared equally by the Association and the Employer. Each party shall be responsible for compensating its own representatives and witnesses. The cost (if any) of any room or other facility needed for the arbitration shall be shared equally by the Employer and the Association. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and Association President (or designee), who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant(s) and the Association President (or designee) shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the application or interpretation of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before him. In fulfilling his/her duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or conditions of this Agreement but shall not have the authority to add to, subtract from, change, or modify this Agreement, or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. The arbitrator's decision, when made in accordance with his/her jurisdiction and authority, shall be final and binding upon the Employer, the Association and any employee or employees involved and cannot be changed by any individual.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular pay rate as set forth in Appendix A, less any unemployment compensation or other compensation he/she may have received from any source of employment not previously approved, in writing, by the Employer as supplemental employment.

(b) Grievances processed to arbitration may be withdrawn only upon written agreement of the Employer and the Association.

### Section 3.

(a) If the Association chooses to grieve an employee's discharge, such grievance shall be filed directly at Step Three in lieu of Step One as above provided.

(b) Any employee who is reinstated after discharge shall, within fourteen (14) days, be returned to duty with the Employer at the same rate of pay, or such rate as may be agreed to by the parties, or such rate as may be determined by the arbitrator, pursuant to the grievance procedures herein before set forth.

(c) An agreement reached between the Employer and the Association as to the resolution of a grievance or dispute is binding on all employees affected.

(d) Special meetings to discuss and possibly dispose of emergency problems and grievances may be held whenever mutually agreed upon between the Association and the Employer.

## ARTICLE 9 STRIKES AND LOCKOUTS

Section 1. The Association agrees that it will not call, authorize, sanction or participate in any strike, work stoppage, work slowdown or so-called "blue flu" or create or cause any reduction of essential services during the term of this Agreement. The occurrence of any acts prohibited in this Section or by the Michigan Public Employment Relations Act shall be deemed a violation of this Agreement.

Section 2. The Employer agrees that it will not engage in any lockout of employees during the term of this Agreement. A lockout shall be deemed a violation of this Agreement.

Section 3. Any disciplinary action taken under this Article shall be subject to the Grievance Procedure.

## ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 1. No employee with seniority shall be disciplined without just cause.

Section 2. The following procedure shall be utilized in obtaining statements from employees in connection with complaints or charges which, if true, would constitute a violation of state or federal law, or a traffic violation involving the death or serious injury of a citizen:

- The employee shall be advised that he/she has the right to counsel before the employee is interrogated or required to make any written or oral statement.

- The employee shall be advised that he/she need not make any statement except upon written order of the Employer, the violation of which would constitute grounds for disciplinary action.
- The employee shall be given a summary of the conduct of which he/she has been accused, including the name of the complainant, and the time, date and place of the alleged offense.

Nothing in the foregoing procedure shall limit the right of the Employer to use such statements for disciplinary purposes, including any Civil Service Commission hearing or other hearings pertaining to such matters.

Section 3. Employees shall not be required or requested to take a polygraph examination or submit to questioning or interrogation under sodium pentothal or other truth serums.

Section 4. All disciplinary actions shall be provided to employees in writing. Employees shall acknowledge receipt of such notices in writing. Copies of all such notices and acknowledgements shall be maintained in employee personnel records.

Section 5. Written counseling notices are for the purpose of documenting that an employee has had a discussion with his/her supervisor in regard to his/her work performance. They shall not be regarded as discipline.

Section 6. An employee may request the presence of an Association representative when being questioned by the Employer concerning any matter he/she reasonably believes may result in discipline.

Section 7. In imposing discipline on a current charge, the Employer will not consider disciplinary actions which occurred more than two (2) years prior to the incident for which disciplinary action is to be taken. While the Employer need not destroy and/or remove evidence of prior disciplinary actions from an employee's personnel record after a period of two (2) years, the Employer shall not rely upon those prior actions in imposing discipline upon an employee for a current incident or matter.

Section 8. The Employer agrees to review an employee's personnel record before releasing information to a third party. Except when the release is ordered in a legal action or arbitration to a party in that legal action or arbitration and to the extent permitted by law, the Employer agrees to withhold from the release of information any disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old.

ARTICLE 11  
RULES AND REGULATIONS

The Association recognizes the right of the Employer to establish rules and regulations, not in conflict with this Agreement, as it may from time to time deem appropriate for the purpose of maintaining order, safety and/or effective operations, and to require compliance therewith by employees. The Employer shall post its rules and regulations electronically.

The Association agrees that all employees shall abide by the Employer's rules and regulations. All such rules and regulations are hereby made a part of this Agreement by reference as though they were fully incorporated herein.

## ARTICLE 12 COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Thursday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made through direct deposit. The employee shall also be provided an itemized statement of his/her earnings and all deductions made for any purpose.

Section 2. Base Wages. The base wages to be paid employees covered by this Agreement are set forth in Appendices A-1 and A-2 of this Agreement.

Section 3. Pay Adjustments for Temporary Assignments. Whenever a Patrol Shift Lieutenant is temporarily assigned to replace a Patrol Shift Captain for a period in excess of thirty (30) calendar days, the Patrol Shift Lieutenant shall receive the starting rate for the Captain position for the straight-time hours worked. Such payments shall commence on the Patrol Shift Lieutenant's first work day following the initial thirty (30) day calendar period and shall cease on the expiration of such assignment.

Section 4. Gun Proficiency Allowance. All employees hired on or before September 10, 2010, who have passed the most recent MCOLES qualification shoot, shall receive a gun proficiency allowance in the amount of \$850.00 per year. The qualification shoot shall be conducted annually on a date to be designated by the Chief of Police. Those who pass the qualification shoot shall receive the gun proficiency allowance payment in October of each year.

Section 5. Longevity Payments. Employees hired on or after July 1, 2008, shall not be eligible for longevity pay.

Full-time employees hired prior to July 1, 2008, shall be eligible for longevity pay based upon the number of years of continuous service the employee has worked for the Employer. Eligible full-time employees on the Employer's payroll as of December 1 shall be entitled to longevity pay in accordance with the following schedule:

Less than 5 Years	= None
After completion of 5 years to 10 years	= \$30.00 x years of service
After completion of 10 years to 20 years	= \$35.00 x years of service
More than 20 years	= \$40.00 x years of service

The Employer shall issue special payroll checks to all employees who are eligible for longevity pay between December 1st and December 15th of each year.

Employees shall not be entitled to any longevity pay if their employment with the Employer terminates for any reason other than retirement or death prior to December 1 of any calendar year. An employee who retires or dies prior to December 1 shall be entitled to prorated longevity benefits if all other requirements are met. Longevity pay shall be based upon the number of weeks between the preceding December 1 and the employee's date of retirement or death. Time on layoff shall not apply toward longevity.

Section 6. Deferred Compensation. Employees may participate in the Employer's Section 457 deferred compensation program. Such participation shall be voluntary.

### ARTICLE 13 HOURS OF WORK AND OVERTIME

Section 1. General. Subject to the provisions hereinafter provided, the Employer shall have the sole and exclusive right to establish the hours of work and to assign personnel as required and necessary to fulfill the duties and obligations of the Employer. Nothing contained in this Article shall limit the Chief of Police, or his/her designee, from making such orders as are necessary to ensure adequate shift strength.

Effective with the commencement of the first full pay period in July 2011, the Employer and the Association agree that all employees will be assigned a regular work schedule of eighty-four (84) hours per bi-weekly pay period (i.e., fourteen (14) day cycle). Notwithstanding any provision in the parties' collective bargaining agreement to the contrary, such time will be paid at normal straight time compensation in accordance with the provisions of Section 207 (k) of the federal Fair Labor Standards Act

The normal shift hours for Uniformed Lieutenants/Public Safety Lieutenants shall be:

Day Shift:                      6:00 a.m. – 6:00 p.m.

Night Shift:                    6:00 p.m. – 6:00 a.m.

Section 2. Shift Assignments. Every shift shall be headed by a Uniformed Command/Public Safety Officer (rank of Lieutenant /Public Safety Lieutenant or above). The assignment of the Command/Public Safety Command Officer shall be the responsibility of the Chief of Police (or his/her designee). The number of employees

assigned to each shift shall be determined by the Chief of Police, which determination shall not be arbitrary or capricious.

The Chief of Police (or his/her designee) shall publish a schedule of regular shifts (including assigned work days and days off) four (4) weeks in advance of shift selections. Shift change periods shall be in January, May, and September of each year.

Employees may select shifts on the basis of seniority within classification and rank, most senior first. Shift selections shall be submitted to the Chief of Police (or his/her designee) not more than four (4) weeks nor less than two (2) weeks prior to the shift change periods.

Section 3. Exchanges of Days Off and Shift Assignments. Employees will be permitted to exchange days off and shift assignments with timely notice and prior approval of the Chief of Police, or his/her designee. Such exchanges shall in no event interfere or conflict with normal operations of the Department and must be between employees with similar positions and assignments. The current work week and schedule shall also be continued. Overtime or premium pay shall not be created by exchanges of days off and shifts. In the event an employee fails to appear for a trade for any reason (including sickness or injury) he shall not be allowed to engage in any other trades for a period of six months. Exceptions may be made at the discretion of the Chief of Police.

#### Section 4. Overtime.

A. General. The necessity of overtime shall be determined by the Chief of Police (or his/her designee). Overtime shall be available to direct areas of replacement; i.e., Command/Public Safety Command for Command, Public Safety Command Officers for Public Safety Command Officers, and Patrol Officers/Public Safety Officers for Patrol Officers.

B. Overtime Pay. Overtime shall be paid at the rate of time and one-half (1½) the employee's regular hourly rate of pay for all time worked (including time spent attending mandatory or Employer-authorized training and related travel time), in excess of eighty-four (84) hours per bi-weekly period, with the exception of overtime caused by regular scheduled double backs due to shift changes. For purposes of this provision, hours for which a person is off work due to paid sick time, paid vacation, paid funeral time, paid personal leave and paid holidays shall count as hours worked.

Overtime time shall be rounded to the nearest one-quarter (1/4) hour. Overtime shall not be pyramided.

Overtime assignments will normally be voluntary. Off-duty Command/Public Safety Command Officers shall be given preference when the overtime to be worked is four (4) hours or more.

If the necessary staffing is not secured through the solicitation of volunteers, employees shall be assigned the overtime in reverse order of seniority and rank, i.e., least senior Lieutenant /Public Safety Lieutenant, upward. Employees shall not be forced to work in excess of sixteen (16) hours per day.

C. Employees who work overtime may elect to receive compensatory time off in lieu of overtime pay, or a combination of overtime pay and compensatory time off. The employee's compensatory time off bank may not exceed sixty (60) hours. Compensatory time must be scheduled and approved by management. Unused compensatory time shall be paid off at termination or retirement.

D. Overtime Equalization. Overtime will be assigned as equitably as possible based on the overtime accumulation of the Command/Public Safety Command Officers within the Road Patrol and the Support Services units of the Department. For purposes of this provision only, the Support Services units shall include the Support Services Captain /Public Safety Support Services Captain, the Detective Lieutenant /Public Safety Detective Lieutenant and the Community Services Lieutenant /Public Safety Community Services Lieutenant.

In equalizing overtime, the following practices will be observed:

Overtime in the Road Patrol Unit. If the need for overtime is in the Road Patrol unit, the overtime will first be offered to the Road Patrol Command/Road Patrol Public Safety Command Officers who are off-duty, beginning with that Command/Public Safety Command Officer then having the lowest number of total overtime hours worked, regardless of rank.

If there is an insufficient number of Road Patrol Command/Public Safety Road Patrol Command Officers who volunteer for the available overtime, the overtime shall be offered to the Road Patrol Command/Public Safety Road Patrol Officers on the adjoining shifts who agree to split the shifts, beginning with that Command/Public Safety Command Officers then having the lowest number of total overtime hours worked, regardless of rank.

If there are an insufficient number of volunteers from the adjoining shifts, the available overtime will then be offered to those off-duty Support Services Command/Public Safety Support Services Command Officers, beginning with that Command/Public Safety Command Officer then having the lowest number of total overtime hours worked, regardless of rank. Off-duty employees shall be given preference when the overtime to be worked is more than four (4) hours.

If there are an insufficient number of volunteers from the Road Patrol Unit or the Support Services Command/Public Safety Support Services Command

unit, the Road Patrol Officers/Road Patrol Public Safety Officers on the shift immediately preceding the shift on which the overtime is needed shall be ordered to work the necessary overtime, beginning with that Lieutenant/Public Safety Lieutenant then having the lowest seniority. Employees shall not be forced to work in excess of sixteen (16) hours per day.

Overtime in the Support Services Unit. If the need for overtime is in the support services unit, the overtime will be assigned to those individuals regularly holding such positions. If additional personnel are needed in support services, such assignments shall be made at the discretion of the Chief (or his/her designee).

The Employer shall keep overtime records showing overtime worked and overtime refused. The sum of the overtime worked and overtime refused shall be used in determining the employee with the least hours. The employee registered with the least number of overtime hours will be called first, and so on down the list in an attempt to equalize the overtime hours. For purposes of equalization, overtime paid for court time, holidays and training shall not be counted as overtime hours worked.

To be charged for overtime hours not worked, employees shall be contacted for such overtime work by the Chief of Police (or his/her designee) at the telephone number provided by the employee to the Employer for this purpose. The overtime contact list of the Department shall be the final determination as to whether contact was or was not made, and whether the overtime was accepted or not accepted. Employees accepting overtime must accept all hours offered. Answering machines will be considered a "No Answer" contact.

Any employee who is excused from work due to illness or injury or other paid leave time shall not be eligible to be called for overtime work until that employee returns to work following such absence for a full work shift. Employees who desire to be contacted while on vacation shall make such request by written notification to the Chief of Police (or his/her designee).

A new member of the bargaining unit shall be assigned an overtime accumulation equal to the average overtime of all employees in the unit to which they are promoted.

Section 5. Shift Premium. Employees who work a shift commencing between the hours of 12:00 noon to 4:59 a.m. shall receive a shift premium of \$0.65 per hour in addition to their regularly hourly rate of pay. Eligibility for shift premium shall be determined by the start time of the employee's shift.

An employee working the day shift (no shift premium) held over to the night shift shall receive no premium pay. An employee working the night shift (shift premium) held

over to the day shift would continue to receive the night premium rate even though additional hours overlap the day shift. An employee assigned to the day shift (no shift premium), who starts work during the night shift hours (shift premium) will receive the night shift premium for the overtime hours worked preceding his/her regular day shift assignment.

An employee working outside of his/her normal assigned schedule will be paid the shift premium, if any, appropriate to the start time of the scheduled overtime assignment. Overtime compensation includes 1-1/2 times the hourly shift premium for each overtime hour worked.

Shift premium is paid only for hours worked as described herein. Shift premium does not apply to training time on a shift commencing between the hours of 5:00 a.m. to 11:59 a.m., court time, vacation time, personal time, holiday pay (day off), bereavement leave or any lump sum payments, excluding retroactivity awards.

Section 6. Report-time Pay. Two (2) hours report-time pay shall be paid to any employee who is requested or ordered to work overtime if such overtime request or direction is within twenty-four (24) hours of the commencement of said overtime. Report-time pay is not applicable when requests or assignments to work are made to employees more than twenty-four (24) hours in advance (including employees not otherwise scheduled to work on that day) or when an employee who is working has his/her shift extended in order to provide coverage or assistance for any reason. It shall also not apply to assignments covered under Section 7, Court Time.

The Chief of Police (or his/her designee) shall have the option to extend the hours of employees who are already regularly assigned for periods of up to four (4) hours. Otherwise coverage or assistance shall come first from employees on their scheduled days off and then from employees otherwise scheduled to work on the days when coverage is required.

Section 7. Court Time. Any employee required to attend court on any matter resulting from his/her performance of duty as a Police Officer/Public Safety Officer in the City of Monroe shall not suffer any loss of pay as a result thereof. The Employer shall also reimburse reasonable expenses such as meals and lodging when an employee is required to travel out of the City of Monroe. The employee shall provide appropriate receipts, an itemized expense statement, and shall turn over to the Employer all subpoena fees, expenses and cost reimbursements received from any source other than the Employer.

Except as hereinafter provided, an employee who is called to court or required to appear for a deposition at a time other than his/her normal scheduled duty hours on any matter resulting from his/her performance of duty as a Police Officer/Public Safety Officer in the City of Monroe shall be compensated at the rate of time and one-half (1-1/2) his/her normal base rate of pay for the time worked, or three (3) hours per morning

and afternoon session, whichever is greater. Time taken for lunch will not be paid unless the employee is required to perform duties during a time period set for lunch, in which event time taken for such court related duties shall be documented and paid as time worked.

If an employee is scheduled for court time either immediately before his/her shift starts or immediately at the termination of his/her shift, there shall be no minimum time required and such employee shall be compensated at the rate of time and one-half (1/2) his/her hourly rate for overtime hours beyond his/her normal scheduled duty hours.

Section 8. Breaks. Depending on workload and subject to the understanding that they shall be on-call at all times during break periods or time taken off in lieu thereof, employees shall be provided the following breaks:

(a) Lieutenants/Public Safety Lieutenants who work the twelve (12) hour shift may be permitted to take up to two (2) thirty-minute meal breaks.

(b) Except as provided in paragraphs (c) and (d) below, employees who work the eight (8) hour shift may be permitted to take up to a forty-five (45) minute meal break. Such breaks may be taken at the employee's personal residence, if such residence is in the City of Monroe.

(c) Employees on the day shift may be permitted to take up to a one (1) hour meal period on Sundays. If another Command/Public Safety Command Officer is available to take charge of the shift on a non-overtime basis, employees may be permitted to waive all or part of their meal period and use such time to adjust the beginning and/or end of their shift.

(d) Employees on the day shift may be permitted to take up to a one (1) hour break period on New Year's Day, Memorial Day, Independence Day and Labor Day, and up to a two (2) hour paid break period on Thanksgiving Day and Christmas Day.

## ARTICLE 14 APPOINTMENTS, BID ASSIGNMENTS AND PROMOTIONS

### Section 1. Assignments.

Effective November 7, 2016, all Command Officers who have successfully completed the requirements for Firefighter I & II certification in accordance with the standards established by the State of Michigan's Firefighters Training Council shall be assigned to the position of Public Safety Command Officer. In such position, they shall perform additional fire suppression and hazardous incident intervention duties as directed by the Employer.

Section 2. New Positions or Vacancies. Except as provided below, newly created positions or vacancies will be posted within ten (10) calendar days of the position's creation or the Employer determining a vacant position is to be filled.

Effective November 7, 2016, the Employer may require all persons who were hired on or after August 15, 2011, and all persons who were hired prior to said date, who as of November 7, 2016, were serving as a Public Safety Officer, to possess Firefighter I & II certification as a condition of entering the bargaining unit.

Section 3. Bid Assignments. The Narcotics Lieutenant /Public Safety Narcotics Lieutenant position is exempt from the job bidding procedure and shall be filled at the discretion of the Chief.

Community Services Lieutenant/Public Safety Community Services Lieutenant, Support Services Captain/Public Safety Support Services Captain, and Detective Lieutenant/Public Safety Detective Lieutenant shall be bid once a year. Such jobs will be posted for a minimum of ten (10) calendar days. Posting will be made by May 1 of each year with assignments to be effective the next following July 1. Assignments will be by seniority. If there are no bidders for a position, the Chief will assign the least senior employee to the position.

Section 4. Promotion to the Rank of Captain/Public Safety Captain. The Employer shall determine if a vacant Captain/Public Safety Captain position is to be filled. If the Employer decides to fill a Captain/Public Safety Captain position, it shall be done in accordance with the provisions of this Article.

The Employer shall post a notice of the vacant position to be filled, including the resource texts to be used, if any, in any required testing. Employees shall be provided not less than thirty (30) calendar days advance notice of the Assessment Center. An employee who is interested in a posted position shall make application at the Human Resources Department at least fourteen (14) calendar days prior to the date scheduled for administration of the Assessment Center.

All Lieutenants/Public Safety Lieutenants who are beyond their six (6) month probationary status shall be eligible to compete for the position of Captain/Public Safety Captain. In the event fewer than two (2) Lieutenants/Public Safety Lieutenants apply for promotion, Lieutenants /Public Safety Lieutenants who have not completed their six (6) month probationary status shall be eligible to compete for the position of Captain/Public Safety Captain. In the event there are no probationary Lieutenants /Public Safety Lieutenants who apply for the position, all sworn Police/Public Safety Officers in the Monroe Police Department who have completed eight (8) years service shall be eligible to

compete for the position of Captain/Public Safety Captain. Qualifications for promotion will be determined on the following basis:

- A. Assessment Center (60% of the employee's total score will be based upon the results of the employee's participation in an Assessment Center. Candidates are required to achieve a minimum passing score of 70% on each exercise in the Assessment Center (e.g., interview, oral presentation, role plays, in-basket, etc.)
- B. Experience and Education (30% of the employee's total promotional score will be based upon the employee's experience and education)
- Experience Employees will be awarded one percent (1.0%) for each full year of service as a Command Officer up to a maximum of ten (10) years of service, and one-half percent (1/2%) for each full year of service as a Patrol/Public Safety Officer up to a maximum of ten (10) years of service, but in no event shall an employee be credited with more than a total of fifteen percent (15%) for experience.
  - Education Employees will be awarded up to fifteen percent (15%) based upon the highest academic degree attained as follows:
    - Five percent (5%) for an Associate Degree.
    - Ten percent (10%) for a Bachelors Degree.
    - Fifteen percent (15%) for a Masters Degree.
- C. Assessment of Chief of Police (10% of the employee's total promotional score will be based upon the Chief's assessment of the employee's preparedness for promotion)
- The Chief of Police may award each candidate from 0% to 10% based upon his/her subjective assessment of the employee's performance including, but not limited to, his/her review of the employee's discipline (including counseling notices) and attendance record for the two (2) years preceding the date of application, professional standing within and outside the department, and overall preparedness for promotion.
  - The assessment of the Chief of Police shall be developed, sealed in an envelope and forwarded to the Human Resources Department prior to the administration of the Assessment Center as referenced in Section A above.

A promotional eligibility list shall be created at the completion of the evaluation process. Eligible candidates shall be ranked in descending order from highest to lowest score, rounded to two decimal places. The candidate with the highest seniority shall break all ties.

Notwithstanding Section 337(2) of the City Charter, the Commission shall certify from the eligible list the names of the persons who received a passing score. The City Manager shall appoint the candidate with the highest total score.

The eligibility list shall be in effect for two (2) years from the date it is established. The candidate can choose to pass up the promotion once before being removed from the list.

If no promotional eligibility list for the position exists at the time a vacancy is to be filled, one will be established as soon as practicable.

Section 5. Appointments to Chief of Police and Director of Public Safety.

It is recognized that many changes have occurred over the years in the police, fire, and public safety professions, and that the City must ensure all appointees to the ranks of Chief of Police and Public Safety Director continue to be fully prepared and qualified to confront the challenges of this ever changing environment. Therefore, it is agreed that the City shall have the full and absolute discretion to make appointments to such positions at such time and pursuant to such process and hiring criteria as the City Council may determine from time to time to be appropriate, notwithstanding any provisions of the parties' collective bargaining agreement, the City Charter, Ordinance, Act 78 or any other statutory provisions relating to Civil Service, the City of Monroe Civil Service Manual, and any policies, rules, regulations, and directives of the Monroe Civil Service Commission, to the contrary.

ARTICLE 15  
SENIORITY

Section 1. Bargaining Unit Seniority. All employees entering the bargaining unit shall serve a six (6) month probationary period, uninterrupted by any break in service, in the rank to which they are initially appointed. Upon successful completion of their probationary period, employees shall be credited with bargaining unit seniority dating back to their last date of promotion into the bargaining unit. Employees who are subsequently demoted, or laid off from the bargaining unit, shall not earn seniority during the time they are outside the bargaining unit. Upon recall from layoff, the employee shall have the seniority earned prior to layoff reinstated. Employees who were removed from the bargaining unit due to disciplinary demotion shall not have the seniority they earned prior to the demotion reinstated.

Section 2. Rank Seniority. Upon successful completion of their initial probationary period as referenced in Section 1 above, employees shall be credited with seniority within the rank held in the bargaining unit, dating back to their appointment to that rank. Employees who are subsequently demoted, or laid off from the bargaining unit, shall not earn seniority during the time they are outside their rank or the bargaining unit. Upon

recall from layoff to their assigned rank, the employee shall have the seniority earned prior to layoff reinstated. Employees who lost their rank due to disciplinary demotion shall not have the seniority they earned prior to the demotion reinstated.

Employees who are promoted to a higher rank within the bargaining unit, shall serve a six (6) month probationary period in the higher rank. Upon successful completion of their initial probationary period in the higher rank, employees shall be credited with seniority within said higher rank, dating back to their appointment to that rank.

Section 3. Loss of Seniority. An employee shall lose all seniority rights in the event he/she:

- quits;
- retires;
- is discharged for just cause;
- is absent from work for three (3) consecutive work days without prior notification to the Employer, unless it is impossible to do so;
- falsifies a material fact on his/her application for employment, gives a false reason to obtain a leave of absence, or fails to return to work upon the expiration of a leave of absence without obtaining an extension from the Employer;
- fails to return to work from a layoff after being notified to report to work within ten (10) days;
- is on medical leave of absence for more than two (2) years, except by mutual agreement of the Employer and the Association (if an employee goes on a leave of absence within ninety (90) days after his/her return from a prior leave of absence, he/she shall be deemed to be continuing the original leave of absence); or
- works for another employer while on any leave of absence, unless such employment is approved by the Employer in advance.

ARTICLE 16  
LAYOFF AND RECALL

Section 1. Layoff. If the Employer elects to reduce the number of Captains/Public Safety Captains, the Captains/Public Safety Captains possessing the least "rank seniority," shall be the first to be displaced. In such circumstance, the displaced Captain/Public Safety Captain may exercise his/her "bargaining unit" seniority to

displace a Lieutenant/Public Safety Lieutenant with less "bargaining unit" seniority and the displaced Lieutenant/Public Safety Lieutenant shall be laid off. If there is no position held by a Lieutenant/Public Safety Lieutenant with less "bargaining unit" seniority, the displaced Captain/Public Safety Captain shall be laid off.

If the Employer elects to reduce the number of Lieutenants/Public Safety Lieutenants, the Lieutenant/ Public Safety Lieutenant possessing the least "bargaining unit" seniority shall be the first to be laid off. In no circumstance, may a Lieutenant/Public Safety Lieutenant displace a Captain as part of a reduction in force, regardless of any such Captains/Public Safety Captains "bargaining unit" seniority.

If permitted under the City's collective bargaining agreement with the Police Officers Association of Michigan representing the City's Police/Public Safety Officers, employees who are laid off may petition for placement in that bargaining unit in accordance with the provisions therein provided.

Section 2. Recall. If a Captain/Public Safety Captain position shall later be created or become vacant, the employee displaced and/or laid off from that rank who possesses the greatest "rank seniority" shall be recalled to that rank prior to the filling of the newly created or vacant position through the new position, vacancy or promotion provisions of this Agreement.

If a Lieutenant position shall later be created or become vacant, the employee displaced and/or laid off from the rank of Lieutenant/Public Safety Lieutenant or Captain/Public Safety Captain who possesses the greatest "bargaining unit" seniority shall be recalled to that rank prior to the filling of the newly created or vacant position through the new position, vacancy or promotion provisions of this Agreement.

The Employer will give fourteen (14) calendar days notice of recall to laid off employees. Such notice shall be sent to the employee's last address of record. The employee shall make known his/her desire to return to the available position within five (5) calendar days of such notification. Application of the above time limits may be waived or extended due to extenuating circumstances.

Section 3. Other. An employee exercising seniority under this Article shall be paid the wage rate applicable to the job to which he/she is assigned.

An employee who originally entered the bargaining unit prior to July 1, 2009, and was subsequently laid off and recalled to a position in the unit shall be subject to the lump sum holiday provisions of this Agreement.

## ARTICLE 17 HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1)
- Martin Luther King Day (Third Monday in January)
- President's Birthday (Third Monday in February)
- Good Friday
- Memorial Day (Last Monday in May)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day (Fourth Thursday in November)
- Mayor's Day (Day following Thanksgiving)
- Christmas Eve Day (December 24)
- Christmas Day (December 25)
- New Year's Eve Day (December 31)

Section 2. The Employer shall maintain its present practice with regard to the payment of holidays through December 31, 2016. Subject to the terms and conditions herein provided, commencing January 1, 2017, all employees shall be paid for the above holidays in a lump sum payment. Such payment shall be in the amount of 60.0 hours base pay for the period of January 1, 2017, through May 31, 2017, and 156.0 hours base pay for each 12 month period (June 1 - May 31) thereafter, or such prorated portion thereof to which the employee is entitled. The first such payment of 60.0 hours base pay shall be in June, 2017. Succeeding payments shall be made each June thereafter.

Holidays are to be deemed "regular" work days during which time the employee will be assigned to work unless not scheduled or on a paid leave days, i.e. vacation, sick or personal leave day. The request for time off must be approved by the Chief of Police or his designee. Approved time off shall be properly recorded.

To be eligible for holiday pay, the employee must have worked his/her last scheduled work day before and the next scheduled work day after the day of observance of the holiday, unless he/she has an excused absence. Documentation may be required.

Section 3. An employee who has been on layoff more than ten (10) days or who is on an unpaid leave of absence at the time such a holiday occurs, will not be paid for that holiday.

Section 4. An employee shall not be entitled to both holiday pay and sick pay for the same holiday not worked. For each hour of sick time taken on a holiday, the Employer shall deduct one and one-half hours at the employee's regular base hourly rate of pay from the 156 hour lump sum payment referenced in Section 2 above.

Section 5. Subject to the terms and conditions herein provided, employees shall receive prorated holiday pay upon termination, discharge, retirement or death based upon

the holidays that fall between July 1 of the current fiscal year and the employee's last day of employment. Employees shall receive 12 hours pay for each of the holidays in the current fiscal year that occurred during active employment.

ARTICLE 18  
VACATION

Section 1. All full-time employees hired prior to July 1, 2011, shall earn vacation hours with pay in accordance with the following schedule:

<u>Years of Service Completed<sup>1</sup></u>	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
1 year	56.0	112.0
2-9 years	112.0	224.0
10-14 years	168.0	336.0
15-22 years	224.0	448.0
23-24 years	242.0	484.0
25 and above years	261.0	522.0

Section 2. All employees hired on or after July 1, 2011, shall earn vacation hours with pay in accordance with the following schedule:

<u>Years of Service Completed<sup>1</sup></u>	<u>Vacation Hours</u>	<u>Maximum Accumulation</u>
1-7 years	112.0	224.0
8-9 years	131.0	262.0
10-11 years	149.0	298.0
12-14 years	168.0	336.0
15-24 years	187.0	374.0
25 and above years	205.0	410.0

Section 3. On the anniversary date of hire, employees are permitted a maximum accumulation of unused vacation hours as set forth below. Any unused vacation time in excess of this amount shall be forfeited.

Section 4. When an employee requests a vacation at least six (6) weeks in advance of his/her desired vacation time off, his/her request will be answered within one (1) week. Requests for vacation made on shorter notice will be answered when and as circumstances

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<sup>1</sup> Determined on an employee's anniversary date.

permit. Once an employee's requested vacation has been approved, it may not be rescheduled without his/her consent, except in the event of emergency requiring cancellation of leaves.

Section 5. When an employee terminates his employment, is discharged, retires or dies prior to his anniversary date, the employee (or his estate) shall be paid for all unused accrued vacation hours, at his current rate of pay. The current year's accrual shall be prorated. Such prorated amount shall be determined by dividing the number of weeks worked by the employee since his last anniversary date by fifty-two (52) and multiplying that result by the number of vacation hours that would otherwise have been earned by the employee for that year.

## ARTICLE 19 LEAVES OF ABSENCE

Section 1. Sick Leave. Regular full-time employees shall earn eight (8) hours of paid sick leave per month, commencing with the employee's first full work day. Unpaid time lost by an employee shall not be considered in computing earned credits for sick leave. Except as otherwise provided in this Agreement, all paid leave days, except sick leave days, shall be considered as days worked for accumulation of sick leave credits. In order to be eligible for sick leave credit, an employee must be on the payroll for at least one-half of his regularly assigned work days during the month for which it is earned. Each eligible employee will be allowed to accrue his/her unused sick time up to a maximum of eight hundred (800) hours. Any time in excess of this amount shall be forfeited.

Additionally, employees shall be paid an amount equal to one-half of the unused portion of sick leave earned in each calendar year. Except as hereinafter provided, such payment shall be made for the preceding calendar year in January of each year, using each eligible employee's rate of pay as of December 31st of the preceding calendar year.

Sick leave may be used in case of actual illness or disability, with the exception of absences due to the use of narcotics or intoxicants (unless medically prescribed), misconduct or any illness or injury incurred while gainfully self-employed or employed by another Employer. Sick leave may be used in one-half hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had he/she not been on sick leave. Sick leave shall not be charged for absences due to on-the-job injuries covered by worker's compensation.

Any employee who becomes ill and is unable to report to work must, unless circumstances beyond the control of the employee prevents such reporting, notify the supervisor on duty no later than one (1) hour before the starting time of his/her particular shift on the first day of his/her absence and daily thereafter if not hospitalized or sick leave pay will not be allowed.

A certificate from a doctor or physician may be required as evidence of illness or disability, and ability to return to work, if the employee's period of absence exceeds three (3) working days. Notwithstanding the duration of an employee's period of absence, the Employer

shall further have the option, at its own expense, to seek an independent medical examination of the employee certifying the employee's illness or injury and/or the employee's fitness for duty. Abuse of sick leave or falsification of illness or disability will result in disciplinary action up to and including discharge.

If the employee so elects, after all accrued sick leave is used, vacation and personal leave may be used as sick leave benefits. When an employee receives his/her last check for sickness or disability, he/she will be placed on leave without pay for a period not to exceed two (2) years or the total amount of his/her seniority, whichever is less. If, at the end of that time, the employee is still unable to return to work his/her employment shall be terminated.

An employee who has exhausted his/her accrued sick leave benefits but is unable to return to work due to a continuing illness or injury will be eligible for up to twenty-six (26) weeks indemnity pay. Indemnity pay will be payable biweekly in accordance with the Employer's normal biweekly pay cycle and calculated at forty-percent (40%) of the employee's biweekly base salary. In order to be eligible for this benefit, the individual must be a regular full-time employee with one (1) year of service.

Section 2. Duty Disability Leave. A "duty disability leave" shall mean a leave required as a result of the employee incurring an illness or injury while in the employ of the Employer that is compensable under the Michigan Workers' Disability Compensation Act ("MWDCA").

In order to be eligible for duty disability leave, an employee shall immediately report any illness or injury to his/her immediate supervisor and take such first-aid treatment as may be recommended, or waive such first-aid in writing.

Employees on duty disability leave shall continue to earn sick leave hours on the same basis as active duty employees for a period not to exceed one (1) year from the date of illness or injury.

All full-time employees who are unable to work as a result of an illness or injury sustained in the course of employment with the Employer shall continue to receive their regular pay (exclusive of shift differential or work premium) for the working days falling within the first seven (7) calendar days of disability. An employee's sick leave will not be charged for this time. (Note: After fourteen (14) days continuous absence, the MWDCA will reimburse the employee at the standard workers' compensation rate for the first week's absence previously paid by the Employer. Upon receipt of such payment, the employee shall immediately reimburse the Employer.)

After seven (7) calendar days, payment of the employee shall be governed by the regulations of the MWDCA; provided, however, for the first twelve (12) months of duty disability leave, the Employer shall also pay the employee bi-weekly the difference between the payment received under the MWDCA and his/her normal bi-weekly pay (exclusive of shift premium and other work premiums). Thereafter, if the employee has sufficient accrued sick leave, he/she will be paid bi-weekly the difference between the payment received under the MWDCA and his/her

normal bi-weekly pay (exclusive of shift differential and other work premiums), until the employee's accrued sick leave is exhausted.

An employee who is continuing to work and being treated for a duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.

If the Employer offers "favored work" to an individual on duty disability within the Police Department, which the employee is capable of performing, the employee shall report as directed or forfeit all supplemental compensation and sick leave benefits provided by the Employer under this Section and such other benefits as may be terminated in accordance with the provisions of the MWDCA.

Section 3. Emergency Leave. An employee whose spouse, child, parent, grandchild, grandparent, sibling or parent-in-law is admitted to a hospital with a condition classified as "critical" or "serious," may be granted a leave of absence with pay for a period not to exceed twenty-four (24) hours upon the approval of the Chief of Police or his/her designee. The Chief of Police, or his/her designee, may also approve a paid leave of absence for a period not to exceed one (1) work day upon an admission to a hospital of a sibling of the employee's spouse under the circumstances above-described.

Section 4. Family and Medical Leave. The Employer agrees that it shall maintain a policy providing for employee family and medical leaves under the federal Family and Medical Leave Act (FMLA). Employees shall be governed by the provisions of that policy; however, to the extent the Employer's policy provides less benefits than those provided by the FMLA, the provisions of the FMLA shall control. Further, employees may elect to utilize any accrued unused sick leave, vacation, and personal leave benefits while on an FMLA leave.

Section 5. Personal Leave. Effective July 1, 2016, employees hired before July 1, 2011, will be credited with fifty-six (56) personal leave hours per contract year (i.e., July 1 through June 30); employees hired on or after July 1, 2011, shall be credited with thirty-seven (37) hours. Requests to use personal leave time must be made in writing to the Chief of Police, or his/her designee, at least seventy-two (72) hours in advance of the desired leave time. (Exceptions to the foregoing requirement may be made in cases of bonafide emergencies.) If an employee does not use all of his/her personal leave during the contract year then that time not used shall be placed in the employee's vacation carry over bank so long as he/she does not exceed the maximum allotted vacation carry over. Any unused hours in excess of the allotted carry over shall be forfeited. Personal leave time that is added to the employee's vacation bank shall thereafter become vacation time and lose its identity as personal leave time.

Section 6. Bereavement Leave. An employee may be granted a bereavement leave of absence, with pay, for a death in the family as described below, provided that the employee notifies the Chief of Police, or his/her designee, prior to the date of the funeral.

The maximum duration of such bereavement leave shall be five (5) days for those employees who work an eight (8) hour shift and four (4) days for those employees who work a twelve (12) hour shift for the death of the employee's spouse, child, step-child, brother, sister, parent or parent-in-law; twenty-four (24) hours for the death of the employee's grandparent and grandchild; and one (1) day for the death of the spouse's grandparent, brother and sister.

Should a death in his/her immediate family occur while an employee is on a scheduled vacation leave, the employee shall be eligible to receive these benefits in lieu of his/her vacation benefits, provided he/she notifies the Employer prior to the date of the funeral.

Section 7. Other Leaves. In addition to those leaves of absence provided above, an employee may request an unpaid leave of absence for a maximum period of thirty (30) days. Such leave may be extended for successive periods of up to thirty (30) days, not to exceed a maximum of ninety (90) consecutive days. Requests for leave shall be submitted to the Chief of Police, with a copy to the Human Resources Director. All leave requests, including extensions, require advance written approval of the Chief of Police or his/her designee.

Employees on an approved leave shall not be engaged in work. Failure to comply with this provision shall result in the employee's termination and the loss of all seniority rights.

Any leave of absence taken under this Section shall not be considered time worked for purposes of earning vacation, sick leave, holiday pay or longevity.

Section 8. Jury Duty. An employee who is summoned for jury duty will be paid the straight-time hourly wage he/she would otherwise have earned, exclusive of premium, while serving on jury duty. Jury duty fees received by the employee shall be turned over to the Employer (excluding mileage).

## ARTICLE 20 HEALTH, DENTAL, LIFE AND GENERAL LIABILITY BENEFITS

Section 1. Health Care. Regular full-time employees shall be entitled to health care coverage commencing on their 91<sup>st</sup> day of continuous employment.

1.1. Available Plans. The plans available to employees under this Agreement are described below and vary depending on an employee's date of hire.

A. Employees Hired Prior to August 15, 2011.<sup>1</sup> Each regular full-time employee hired prior to August 15, 2011, who desires health care benefits through the Employer shall have his choice of coverage under one of the following plans:

- (1) A Blue Cross/Blue Shield of Michigan Community Blue (90/10) PPO Plan, with \$250 employee/\$500 family deductible, \$1,000 employee/\$2,000 family co-insurance and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family<sup>2</sup>. Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (see Section (4) below for the manner in which the employee's payment is determined.)
- (2) A Blue Cross/Blue Shield of Michigan Community Blue (80/20) PPO Plan with \$500 employee/\$1,000 family deductible, \$1,000 employee/\$2,000 family co-insurance and Rx generic mandate \$10 co-pay, brand name \$60 co-pay; and mandatory purchase of all maintenance drugs through mail order with Rx generic mandate \$20 co-pay, and brand name \$120 co-pay. Employees may select coverage for employee, employee and spouse, employee and child(ren), or family<sup>1</sup>. Employees covered under this Plan shall be required to pay the difference between the total illustrated premium cost of such coverage and the maximum amount the Employer is permitted to pay under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act No. 152 of the Michigan Public Acts of 2011 (see Section (4) below for the manner in which the employee's payment is determined.)

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<sup>1</sup> For purposes of this Article, all references to an employee's date of hire shall refer to his/her last date of hire and placement in a sworn certified police/public safety officer position in the Employer's Police Department, regardless of rank or bargaining unit.

<sup>2</sup> Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

- (3) A Blue Cross/Blue Shield of Michigan Flexible Blue PPO High Deductible Health Care Plan with a Health Savings Account and Rx generic mandate \$10 co-pay and brand name \$60 co-pay after the annual deductible has been met; and mandatory purchase of all maintenance drugs through mail order Rx generic mandate \$20 co-pay and brand name \$120 co-pay after the annual deductible has been met. This Plan shall include a \$2,000 individual and a \$4,000 family in-network deductible and a \$4,000 individual, \$8,000 family out-of-network deductible.

Except as above provided, after payment of the applicable in-network deductible in each calendar year-the Plan shall cover 100% of all eligible in-network expenses for the balance of that calendar year. After payment of the applicable out-of-network deductible in each calendar year, the Plan shall cover 80% of all eligible out-of-network expenses for the balance of that calendar year.

For employees covered under this Plan, the Employer shall pay the illustrated premium cost of the health plan and make a contribution to the employee's HSA in an annual amount of \$350 for those who select employee only coverage, \$800 for employee/spouse or

employee/child(ren) coverage, and \$1,000 for family coverage,<sup>1</sup> or the maximum annual amount permissible under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011. (See Section (4) below for the manner in which the employee's payment is determined.)

Employees may make contributions to their Health Savings Accounts on a bi-weekly basis, through automatic payroll withholding, in accordance with the provisions of the Internal Revenue Code and the related regulations, and the Employer's administrative procedures.

Notwithstanding the foregoing, employees commencing their employment with the Employer after January 1 of any calendar year shall receive prorated contributions to their Health Savings Account in their first calendar year of employment. Such proration shall be based upon the number of days between the employee's date of hire and December 31 of the first calendar year of employment divided by 365.

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<sup>1</sup> Eligible participants include the employee, the employee's legal spouse, and the employee's unmarried children to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

- (4) Employer Health Care Contributions. The Employer will annually calculate the total cost it is permitted to incur under Section 3 of the Publicly Funded Health Insurance Contribution Act, Act. No. 152 of the Michigan Public Acts of 2011 (the "Act"). The Employer will compare the total cost it is allowed to incur according to the Act to its actual cost if each employee were to select the plan in Section A (3) above. If the actual cost exceeds the allowed cost, the Employer's total cost will be adjusted to comply with the Act by first reducing the employer's contributions to the HSA referenced to in Section A (3) until they are eliminated and then, if necessary, adding an employee payment for the cost of the plan in Section A (3) above until the calculation is brought into compliance with Section 3 of the Act. The employee's payment on the plans in Section 1 and 2 will be adjusted to make the Employer's net cost match the cost for the plan in Section A (3) above.

The illustrated premium costs of the foregoing plans are subject to adjustment each calendar year (typically in January of each year). Prior to implementing each such adjustment, the Employer will inform employees of the adjustment and provide an open enrollment period during which time employees will be permitted to change their coverage selections.

B. Employees Hired On Or After August 15, 2011. Each regular full-time employee hired on or after August 15, 2011, who desires health care benefits through the Employer shall be provided the PPO (90/10) Plan or the Flexible Blue PPO High Deductible Health Care Plan, with a Health Savings Account. The two plans shall be as described in Section 1.1 (A) above with the following exceptions; 1) those employees choosing the PPO (90/10) Plan shall be required to contribute 20% of the illustrated premium cost of such Plan or the cost calculated in Section 1.1 A(4), whichever results in the greater employee payment; and 2) those employees choosing the Flexible Blue PPO High Deductible Health Care Plan, with a Health Savings Account shall be required to pay the full amount of the annual deductible and any amount by which the annual premium exceeds the Employer's total costs as calculated in Section 1.1 A (4). The Employer shall not contribute to the employee's HSA.

1.2. Spousal Coverage Limitations. Notwithstanding any other provision of this Agreement to the contrary, if a regular full-time employee's spouse works for an employer, other than the City of Monroe, who provides medical coverage, such spouse shall be required to elect employee only medical coverage through his/her own employer, so long as the spouse's monthly contribution to the premium does not exceed one-third (1/3) of the total premium cost of employee only coverage. In such circumstance, the Employer (i.e. the City of Monroe) shall provide secondary coverage. If the spouse's contribution exceeds one-third (1/3) of the total cost of employee only coverage, the spouse will not be required to participate in his/her employer's plan, in which event the Employer (i.e. the City of Monroe) will provide primary coverage.

To be eligible for health care benefits as provided above, an employee must document all coverage provided to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.

1.3. Additional Limitations on Coverage. Coverage under the above plans is subject to the terms, conditions, exclusions, limitations, deductibles, illustrated premium co-payments and other provisions of such plans, and all applicable provisions of the Internal Revenue Code and related regulations.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article 19, Leaves of Absence, Section 4, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his/her participation in the Employer's health care plans for the period he or she is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence, an employee's health care coverage shall be reinstated commencing with the employee's return.

Except as otherwise expressly provided in this Agreement, an employee's health care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates, or is laid off. An employee who is on layoff or who terminates may elect to continue the health care coverage herein provided at his/her own expense as provided under COBRA.

The Employer reserves the right to change the carrier(s), plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

## Section 2. Health Care Waiver Incentives.

### A. Total Waiver of Health Care Coverage

Regular full-time employees who have health care benefits provided through a source other than the City of Monroe may waive their rights to health care benefits under this Agreement. An employee who expressly waives, in writing, all rights to any health care benefits provided through the City of Monroe, including health care benefits provided through a spouse employed by the City, will receive a cash payment (not to be added to base salary) of \$1,000 per year, payable in December of each calendar year. Any employee who has waived coverage for a period less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

An employee who has waived coverage as hereinabove provided shall have such coverage reinstated, provided he/she demonstrates that he/she can no longer receive such benefits from another source.

B. Waiver of Coverage for Employee's Spouse or Spouse and Dependent Children Only. Any regular full-time employee whose spouse and eligible dependent children can secure health care coverage from a source other than the City of Monroe may waive all coverage for said spouse and/or dependent children.

An employee who waives all health care coverage for only his/her spouse, will receive a cash payment of \$500 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500 payment.

An employee who has waived all coverage for his/her spouse and all dependent children, will receive a cash payment of \$750 per year, payable in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$750 payment.

An employee who has waived health care benefits coverage under the Employer's plan for his/her spouse, or spouse and dependent children, may apply to have such benefits reinstated, provided he/she demonstrates that his/her spouse, or spouse and dependent children, can no longer receive such benefits from another source.

Section 3. Dental Care Benefits.

The Employer shall provide regular, full-time seniority employees (and their eligible dependents) the dental care benefits in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.

Coverage shall commence on the 91st calendar day of continuous employment. Plan benefits include the following:

<u>Covered Services</u>	<u>Plan Pays</u>	<u>Employee Pays</u>
<u>Class I Benefits</u>		
Diagnostic and Preventive Services	100%	0%
Emergency Palliative Treatment	100%	0%
Radiographs - X-rays	100%	0%
<u>Class II Benefits</u>		
Oral Surgery Services	50%	50%
Endodontic Services	50%	50%
Periodontal Services	50%	50%
Relines and Repairs	50%	50%
Minor Restorative Services	50%	50%
Major Restorative Services	50%	50%

<u>Class III Benefits</u>		
Prosthodontic Services	50%	50%
<u>Class IV Benefits</u>		
Orthodontic Services (to age 19)	50%	50%

Maximum Payment - \$800 per person total per benefit year on Class I, Class II and Class III Benefits. Class IV Benefits will not exceed a lifetime maximum of \$800 per eligible person.

Eligible participants include the employee, the employee's legal spouse, the employee's dependent children to the end of the calendar year in which they turn 19, and the employee's dependent unmarried children who are eligible to be claimed by the employee as a dependent under the U.S. Internal Revenue code during the current calendar year.

Subject to insurance carrier underwriting requirements and approval, and except as otherwise provided in Article 19, Leaves of Absence, Section 4, Family and Medical Leave, when on an authorized unpaid leave of absence the employee will be permitted to continue his/her participation in the Employer's dental plan for the period he/she is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence, an employee's dental care coverage shall be reinstated commencing with the employee's return. The Employer shall establish the policy for the collection of employee payments.

Except as otherwise expressly provided in this Agreement, an employee's dental care benefits shall terminate at the end of the month in which the employee goes on a leave of absence, terminates, or is laid off. An employee who is on layoff may elect to continue the dental care coverage herein provided at his/her own expense as provided under COBRA.

The Employer reserves the right to change the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

Section 4. Term Life and Accidental Death and Dismemberment Benefits. The Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in an amount equal to the employee's base annual salary, rounded up to the nearest \$1,000.00 to a maximum of \$50,000.00. Coverage will commence on the employee's 91st calendar day of continuous employment

An employee's group term life and accidental death and dismemberment coverage shall terminate on the date the employee goes on a leave of absence, terminates, retires or is laid off.

Subject to insurance carrier underwriting requirements and approval, when on an authorized unpaid leave of absence, the employee will be permitted to continue his or her term life and accidental death and dismemberment benefits coverage for the period he/she is not on the active payroll. Employees electing to continue such coverage shall pay the full cost of such continued coverage. Upon return from a leave of absence or layoff, an employee's group term life and accidental death and dismemberment coverage shall be reinstated commencing with the employee's return. The Employer shall establish the policy for the collection of employee payments.

The Employer reserves the right to change the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above. The Employer shall inform the Association of such changes prior to their becoming effective.

Section 5. General Liability Insurance. The Employer agrees that employees covered by this Agreement shall be covered under the provisions of its General Liability Insurance Plan, subject to the Employer's right to amend the plan from time to time and the terms, conditions, exclusions, and limitations as stated in said plan(s).

## ARTICLE 21 RETIREMENT AND RETIREE HEALTH CARE

### Section 1. Retirement Plan.

#### (a) Employees Hired On or Before June 30, 2008.<sup>1</sup>

(1) General. Subject to the terms and conditions hereinafter provided, the Employer agrees to maintain the City of Monroe Employees' Defined Benefit Retirement Plan now in effect for all employees covered by this Agreement who were hired on or before June 30, 2008, and are present participants in the Plan.

Employees in the Defined Benefit Plan shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 30.2 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 50 or older with 25 or more years of credited service, age 55 or older with 10 or more years of credited service, or age 60 or older with 5 years of credited service.

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<sup>1</sup> For purposes of this Article, all references to an employee's date of hire shall refer to his/her last date of hire and placement in a sworn certified Police Officer/Public Safety Officer position in the Employer's Police Department, regardless of rank or bargaining unit.

The monthly benefit formula for employees in this Plan who elect to retire shall be 2.65% of the employee's final average compensation multiplied by his/her years of credited service up to a maximum of 30.2 years of credited service, and capped at 80% of final average compensation. Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his/her employment. Final average compensation shall be frozen after 30.2 years of service. Final average compensation shall include base salary, shift differential, longevity pay, gun proficiency allowance, holiday pay, overtime pay (the calculation of final average compensation based on earnings after December 31, 2011, shall not include more than 200 hours per year of overtime compensation), MFR bonus, PSO bonus, uniform cleaning allowance, and the value of up to six (6) unused sick days per year paid to the retiring employee in his/her last 3 years of employment. (For example: An employee earns 12 sick days per year. The Employer pays 1/2 of the unused sick days each year. Thus, an employee who uses none of the 12 days will be paid for 6 days each year and have such amount (a total of 18 days) included in the calculation of his/her final average compensation for the last 3 years of his/her employment. If the employee who retires instead uses 2, 4, and 6 sick days, respectively, in the last 3 years of his/her employment he/she will be paid for 5, 4, 3 days for those years (1/2 of the remaining 10, 8 and 6 days) and have that amount (i.e. a total of 12 days) included in the calculation of his/her final average compensation for the last 3 years of his/her employment.) Except as above provided, final average compensation shall not include any unused vacation, sick leave, and any other payments not expressly referenced above as being included in final average compensation.

(2) Cost of Living Adjustments. An employee participating in this Plan who was hired on or before September 14, 2004, shall also receive an annual three percent (3%) cost-of-living adjustment, commencing on the completion of one year of retirement during which he/she has been receiving monthly benefits. The post-retirement escalator will also be fixed at 3% for employees hired after September 14, 2004, and prior to July 1, 2008, provided that if the firefighter Agreement is changed in the future for new hires to be provided 3% or changes in the C.P.I., whichever is lower, this Agreement will be automatically changed to reflect the same agreement. Cost-of-living adjustments shall not be compounded.

(3) Annuity Withdrawals. Employees hired prior to January 1, 1993, are eligible at the time of their retirement, to elect annuity withdrawal. Employees who elect annuity withdrawal are not eligible for health care coverage for their dependent children upon retirement. Employees hired on or after January 1, 1993, are not eligible to elect annuity withdrawal.

Employees hired prior to January 1, 1993 who are retiring pursuant to Sections 11, 12, or 13 of Ordinance No. 81-010 may elect to receive a refund of all or part of their accumulated contributions. Except as provided in the next sentence, these contributions shall be paid to the member at the later of:

1. The effective date of retirement.
2. The effective date of benefit commencement.

3. Satisfaction of the age and service conditions for voluntary retirement as specified in Section 11B of the Ordinance.

In the event more than three (3) members exercise this option during a calendar quarter, payments of such contributions may be made in installments according to such rules and regulations as the Retirement Board may from time to time adopt.

The straight life allowance of a member who withdraws contributions under the provisions of this Agreement shall be reduced. The reduction shall be calculated using the same interest and mortality assumptions as the Retirement Board shall adopt for use in the calculation of option factors. The interest and mortality assumptions shall be those in effect on December 31 preceding the effective date of retirement. The retirement allowance shall be further reduced if one of the optional forms of payment is elected.

This provision applies only to contributions made on account of employment with the Employer. Contributions, if any, applied to the purchase of military service or to service under another retirement system may not be withdrawn under this provision.

(b) Employees Hired On or After July 1, 2008

(1) General. Subject to the terms and conditions hereinafter provided, employees hired on or after July 1, 2008, shall also participate in the City of Monroe Employees' Defined Benefit Retirement Plan now in effect. Such employees shall contribute five and one-half percent (5.5%) of their total earnings to the Plan. No employee contributions will be required after 37 1/2 years of service.

An employee participating in this Plan will be eligible for normal retirement upon attaining age 55 or older with 10 or more years of credited service, or age 60 or older with 5 or more years of credited service.

The monthly benefit for employees hired on or after July 1, 2008, who elect to retire under this Plan, shall be determined by taking the employee's credited service and multiplying it by 2.0% of the employee's final average compensation for the first fifteen (15) years of credited service and 2.25% for each year of credited service thereafter.

Final average compensation shall be the average of the highest three (3) years of the employee's compensation during the last 10 years of his employment. Final average compensation shall be frozen after 37.2 years of service and capped at 80%. Final average compensation shall only include base salary.

(2) Cost of Living Adjustments. An employee participating in this Plan hired on or after July 1, 2008, shall also receive an annual cost-of-living adjustment of 2% or the annual rate of increase in the Consumer Price Index (All Items, Urban Consumers as published by the United States Department of Commerce) for the calendar year preceding January 1 on which the COLA

would be applied, whichever is lower, commencing on the completion of one year of retirement during which he has been receiving monthly benefits.

Section 2. Retiree Health Care.

(a) Employees Hired On or Before June 30, 2008.

(1) General. Subject to the requirements hereinafter provided, regular full-time employees hired on or before June 30, 2008, who sever employment for purposes of immediate retirement and, concurrent therewith, commence receiving benefit payments under the City of Monroe Employees' Retirement System referenced in Section 1 (a) above, shall be eligible for health care benefits for himself/herself, his/her spouse and, except for those who elect annuity withdrawal as provided in Section 1 (a) (3) above, his/her eligible dependents.<sup>1</sup>

Until the retiree and/or his/her spouse becomes eligible for Medicare, the healthcare benefit plans to be provided under this provision for employees who retire on or after January 1, 2012, shall be the same as those the Employer provides its active employees<sup>2</sup>, with the exception that the Employer's contribution toward the cost of each of the healthcare plans offered shall be based upon each retiree's credited service at the time of his/her retirement and the illustrated premium cost of coverage under the health care plan requiring the lowest Employer contribution. For each year of credited service<sup>3</sup> (up to a maximum of 25 years credited service), the Employer will pay an amount equal to 4% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree<sup>4</sup> and, where applicable, his/her eligible spouse and dependents<sup>5</sup>. Retirees, and, where applicable, his eligible spouse and

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<sup>1</sup>"Spouse" means an employee's spouse by legal marriage at the time of the employee's retirement, and provided that the marriage status exists at the time expenses for medical claims under this Agreement are incurred. A retiree who remarries after the effective date of his/her retirement is not eligible to add a new spouse for healthcare benefits under this Agreement. A spouse who is covered under this Agreement at the time of a retiree's death may continue to participate in the benefits provided under this Agreement as long as the spouse receives the retiree's survivor payments under the Retirement System. If the spouse of a retiree remarries after the retiree's death, his/her new spouse is not eligible to receive healthcare benefits under this Agreement.

"Dependent" means unmarried dependent children up to age 26 if they meet the requirements as defined and provided for in the respective plan documents.

<sup>2</sup>Eligible employees who retire on or before December 31, 2011, shall be provided those plan benefits in effect as of the date of their retirement and shall not be subject to mirroring of the active employee group. Subject to this limitation, all other provisions shall apply.

<sup>3</sup>For purposes of this provision, credited service shall be as defined under the City of Monroe Employees' Defined Benefit Retirement Plan.

<sup>4</sup> Notwithstanding the foregoing, duty disability retirees (and their eligible spouses) shall be entitled to an Employer contribution in an amount equal to 100% of the cost of coverage under the Employer's Health Care Plan if they are disabled by a qualifying action. The eligible spouses of employees who are killed in the line of duty as a result of a qualifying action shall also be entitled to an Employer contribution in an amount equal to 100% of its share of the illustrated premium cost of coverage of the Plan selected by the retiree and, where applicable, his eligible spouse and dependents. A qualifying action

dependents shall pay the remaining portion of all costs, if any, of the plan selected. The retiree's and, where applicable, his spouse's and dependents contributions, shall be made through automatic withholding from his/her monthly pension benefits.

To receive health care benefits under this Agreement, the retiree and, where applicable, the retiree's spouse and/or eligible dependents must timely pay all applicable monthly premiums and, when eligible, enroll and thereafter maintain his/her participation in Medicare Part B benefits. The retiree and, where applicable, the retiree's spouse and/or eligible dependent(s), shall be responsible for all associated costs of Medicare Part B enrollment and participation.

When the retiree and his/her spouse become eligible for Medicare Part B benefits the Employer shall provide the retiree and/or his/her spouse Blue Cross Supplemental Plan benefits. Employees who retire after January 1, 2012, and are then or thereafter eligible for Medicare shall have the same prescription drug benefits the Employer thereafter provides its active employees<sup>6</sup>. The Employer will pay the same percentage share of the cost of such Blue Cross Supplemental and prescription drug benefits for eligible retirees, spouses and dependents as it would have paid for coverage under the health care plan requiring the lowest Employer contribution prior to the retiree and his/her spouse becoming entitled to Medicare. Retirees shall pay the remaining portion of such costs, if any, through automatic withholding from their monthly pension benefits.

Except for those employees who retire on or prior to December 31, 2011, the Employer hereby expressly and unqualifiedly reserves the right to change benefits from time to time for the retiree, his/her spouse and dependents, to reflect the changes in coverage the Employer provides its active employees.

(2) Enrollment for Retiree Benefits. Enrollment for coverage shall be made on forms provided by and filed with the Employer. In connection with his/her enrollment for coverage, a

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shall consist of one or more of the following events: death or an injury incurred while affecting an arrest or directing traffic, an on duty auto accident, death or an injury resulting from aggression or an assault by a member of the public or a prisoner, or any other similar ultra hazardous activity which results in an officer's death or injury while in the line of duty.

<sup>5</sup> For that period preceding eligibility for Medicare, the Employer's contribution, in combination with any state or federal subsidy, on behalf of a retiree (including his/her eligible spouse and dependents) with 25 or more years of service shall not be less than what it would have been required to contribute toward the illustrated premium cost of coverage for the retiree and his/her eligible spouse and dependents, whatever may be applicable, under the Health Care Plan requiring the lowest Employer contribution at the time the retiree commenced his/her retirement. The Employer's minimum contribution on behalf of retirees (including his/her eligible spouse and dependents) with less than 25 years of credited service shall be determined by multiplying that percentage of premium to which the retiree is entitled based upon his/her credited service by the illustrated premium cost of coverage for the retiree and his/her eligible spouse and dependents, whatever may be applicable, under the health care plan requiring the lowest Employer contribution at the time the retiree commenced his/her retirement.

<sup>6</sup> Retirees and/or their eligible spouses who do not meet the eligibility requirement for Medicare benefits, and those retirees who retire on or before December 31, 2011, and/or their eligible spouse, shall continue to receive the health care benefits for which they are otherwise eligible under this Agreement.

retiree shall furnish all pertinent information requested by the Employer including, but not limited to, the names, relationships and birth dates of the retiree's spouse and dependents. The Employer may rely upon all such forms and information furnished.

(3) Required Annual Reporting. Each retiree shall annually provide the Employer's Human Resources Department with a signed affidavit indicating whether or not he/she and his/her spouse are employed and/or receiving health care benefits through another source. Retiree's (or upon the death of the retiree, the retiree's eligible spouse) who fail to report such employment and/or receipt of health care benefits from another source, or falsify such affidavit, shall forfeit all health care benefits under this Agreement for himself/herself and his/her spouse and dependents.

(4) Coordination of Benefits. To receive health care benefits under this Agreement, retirees and spouses must cooperate in the coordination of coverage to limit the Employer's expense in accordance with applicable law.

If an expense is paid by the Employer on behalf of a retiree or a retiree's spouse, and such expense subsequently is paid from any other source, in whole or in part, the retiree or spouse shall assist the Employer in recovering an amount equal to the duplicated benefit. In addition, the Employer may reimburse any other health care plan, person or entity that has paid an expense on behalf of a retiree or spouse that is an expense payable under this Agreement. In such event, the Employer shall be relieved of all further responsibility with respect to that expense.

(5) Post Retirement Employment. In the event a retiree obtains employment following his/her retirement from the Employer and is provided health care benefits through that employment, the Employer shall not provide coverage while the retiree is so employed. Upon termination of subsequent employment, the retiree, after giving notice to the Employer, shall be eligible to receive the health care benefits provided under this Agreement.

(6) Termination of Benefits. Notwithstanding the foregoing, if the retiree is employed long enough to obtain retiree health benefits through another employer and such benefits are equal to or greater than those provided to the retiree by the Employer, the Employer shall have no further obligation to provide health care benefits to the retiree, his/her spouse or dependents under this Agreement.

Further, except as otherwise provided herein, health care benefits provided under this Agreement shall terminate on the earliest of:

- non-payment of any required contributions to the Employer;
- the death of the retiree or any eligible spouse or dependent(s) of the retiree;
- the loss of spouse or dependent status; or

- failure to enroll for and maintain Part B Medicare Benefits upon reaching Social Security Normal Retirement Age, if the retiree or his/her eligible spouse is eligible for such benefits.

(b) Employees Hired On or After July 1, 2008

All employees hired on or after July 1, 2008, are expressly excluded from health care coverage provided in Section 2 (a).

Section 3. Retiree Health Care Fund. Effective January 1, 2013, employees hired on or before June 30, 2008, shall contribute 3% of the average annualized base wages of all regular full-time employees of the City to the City's Retiree Health Care Fund, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. If the employee quits or leaves City employment for any reason and is ineligible for retiree health care benefits, the employee shall be refunded the amount he contributed to the Retiree Health Care Fund. Interest will be credited in the same manner as employee contributions to the pension fund.

Section 4. MERS Health Care Savings Plan

All full-time employees hired on or after July 1, 2008, shall participate in the MERS Health Care Savings Plan established by the Employer. All covered employees and the Employer shall contribute to the Plan. Employees employed from July 1 and June 30 of each year shall contribute 3% of the average annualized base wages of all regular full-time employees of the City of Monroe, which amount shall be calculated based upon the wages paid on June 30 of each year. (Note: Once this amount is determined it shall not later be adjusted to account for changes in the workforce or compensation preceding the next following June 30.) The employee's contribution shall be paid through automatic payroll withholdings in 26 equal biweekly increments during the 12 month period commencing July 1 extending through and including the following June 30. The Employer shall contribute an equal amount to the Plan on behalf of each employee concurrent with the employee's contribution. For employees employed less than a full 12 month period extending from July 1 - June 30, the employee and Employer shall make prorated contributions. Such contributions shall be payable during the period of the employee's actual employment in biweekly increments equal to 1/26th of the amount subject to contribution by individuals employed the entire 12 month period.

All employees hired on or before June 30, 2008, are expressly excluded from participation in the MERS Health Care Savings Plan established by the Employer as herein provided.

ARTICLE 22  
EDUCATION REIMBURSEMENT

Section 1. To be eligible for educational reimbursement, employees must be employed in a regular full-time position and have completed at least one (1) year of service with the Employer.

Section 2. Eligible employees may be reimbursed only for courses of study which the Employer determines are directly related to the employee's present job or which will enhance the employee's potential for promotion. In addition, to qualify for educational reimbursement, courses must be taken at an approved accredited institution.

Section 3. Tuition reimbursement will be in accordance with the following schedule:

- (a) Undergraduate level - A or B = 100%; C = 90%; D or below, drop or withdrawal = no reimbursement.
- (b) Graduate level - A = 100%; B = 90%; C or below = not reimbursable.
- (c) Courses taken on a pass/fail basis. Pass = 100%; Fail = No reimbursement.

Section 4. Employees who desire educational reimbursement must obtain approval from the Department Head and the Human Resources Director a minimum of thirty (30) days in advance of enrollment in classes. A written request detailing courses or subject areas in which the employee plans to enroll shall be accompanied by a signed tuition reimbursement agreement form. Such approval will require a positive recommendation by the employee's Department Head and the Human Resources Director. Department Head's must obtain funding for the reimbursement before making a positive recommendation. Upon approval of the curriculum or course of study, notification will be sent to the employee.

Section 5. Within sixty (60) days of completion of the course(s), for which reimbursement is requested, the employee shall submit to the Human Resources Department an original or certified copy of his/her official grade(s) along with a receipt for tuition paid. The Human Resources Department will then process the request for reimbursement.

Section 6. Employees seeking reimbursement for educational expenses must agree in writing to repay the Employer in full if they terminate their employment voluntarily or are terminated within two (2) years from the date of reimbursement. Such sums shall be reimbursed on or before the employee's last day of employment.

ARTICLE 23  
MISCELLANEOUS

Section 1. Personnel Record. The provisions of Public Act 397 of the Public Acts of 1978, as amended, are hereby incorporated by reference. An official personnel record shall be maintained by the Employer. Each employee may review his or her own personnel record upon reasonable request, or authorize the review of such record by the Association President (or designee). Such authorization shall be in writing.

Except for that material which is exempt from disclosure under applicable state or federal law (e.g. pre-employment reference checks, etc.), each employee shall, upon written request, be provided a copy of material in his/her file relating to his/her qualifications and performance. If an employee disagrees with the content of a document placed in the file, he/she shall have the right to submit a written response to the Human Resources Director with a request that it be attached to the document in the file.

Section 2. Health and Safety. The Employer shall make reasonable provisions for the health and safety of employees, including providing safe and adequately maintained vehicles and equipment. The Association and the Employer agree that they will cooperate in encouraging the employees to observe health and safety standards.

Section 3. City Charter. The Police Department shall be provided with a copy of the City Charter and any amendments thereto.

Section 4. Training. Subject to budget limitations and approval of the Chief of Police, employees may be permitted to attend training programs on police related matters. Any employee required to attend a training program by the department shall suffer no diminution or loss of pay or benefits for said attendance. The Employer shall also pay necessary registration fees and other reasonable and customary expenses in accordance with the Employer's travel expense policies, including travel to and from the police station. Employees who attend on a voluntary basis shall also be entitled to the above with the exception of travel time.

Section 5. Business Travel. Employees sent out of town on official business for periods exceeding four (4) hours shall be reimbursed for all reasonable and necessary expenses incurred on such assignment; provided, however, meal reimbursement shall be as follows:

Breakfast	\$ 6.00 maximum
Lunch	\$12.00 maximum
Dinner	\$18.00 maximum

In lieu of the foregoing, employees may be reimbursed for actual meal costs of up to \$36.00 per day for those days where the employee has been absent for the entire 24 hour period and his or her meals have not been otherwise provided for, in whole or in part. (e.g., meals provided at conferences).

Reimbursement shall be subject to the employee producing receipts and other required documentation in accordance with the Employer's travel expense reimbursement policies and procedures.

Section 6. On Duty Weapons. The Employer shall provide each employee with a handgun for use in the performance of his/her duties. The Employer shall train and instruct officers in the proper use of such weapon. All officers shall qualify in the use and handling of such handgun or any other weapon as assigned. Records shall be kept by the Department of all actions involving such weapons.

Section 7. Clothing and Equipment Allowance. Items of police equipment and apparel will be subject to approval of the Chief of Police.

Effective July 1, 2009, the Employer shall provide all full-time employees a clothing and equipment allowance of \$550.00 each year. Such allowance shall be paid in four equal increments in August, November, February and May of each year.

The Employer shall also provide employees a bullet resistant vest every five (5) years. The cost of the basic vest shall be borne by the Employer and shall be in addition to the clothing and equipment allowance referenced above. Employees who desire vests other than those provided by the Employer shall bear the differential in cost, if any. The purchasing of other vests shall be subject to advance approval of the Chief of Police (or his/her designee).

Section 8. Uniform Cleaning and Maintenance Allowance. The Employer shall provide all full-time employees a uniform cleaning and maintenance allowance of \$650.00 per year. Such allowance shall be paid in four equal increments in September, December, March and June of each year.

Section 9. Residency. Employees shall reside within twenty (20) miles of the nearest boundary of the corporate limits of the City of Monroe, as prescribed by P.A. 212. The Southeast Michigan Council of Governments (SEMCOG) will be used in determining the nearest boundary to the City of Monroe when an address is in question. The Human Resources Department will make a determination based on the information provided through SEMCOG. The parties agree that the information provided by SEMCOG will be determinative and no other source for determining residency may be used.

Section 10. Drug Testing. See Appendix B for the policy governing the drug testing of employees.

#### ARTICLE 24 MAINTENANCE OF CONDITIONS

The Employer will make no unilateral changes in wages, hours, benefits, and conditions of employment during the term of this Agreement, contrary to the provisions of this Agreement.

ARTICLE 25  
SCOPE OF AGREEMENT

Section 1. This Agreement, including all Appendices and Memorandums of Understandings attached hereto, represents the entire agreement between the Employer, the Association, and the Employer's employees which the Association represents. This Agreement supersedes, cancels, and renders null and void, all previous agreements and letters of understandings, oral or written, or based on an alleged past practice and constitutes the entire agreement between the parties. Any agreement or agreements which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Association.

Section 2. The Employer and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

Section 3. Any agreement reached between the Employer and the Association is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

Section 4. Should any provision of this Agreement be rendered or declared illegal or invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained pending a final determination as to its validity, the remaining unaffected part(s) or provision(s) of this Agreement shall not be affected thereby. However, in such event, the parties shall meet promptly for the purpose of negotiating a mutually satisfactory replacement for those provisions rendered or declared illegal or invalid.

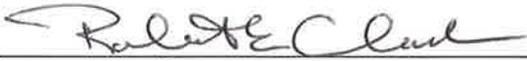
Section 5. This Agreement shall supersede any rules and regulations, ordinances, resolutions, acts or orders of the Employer insofar as the same would be inconsistent or conflict in any way with this Agreement.

ARTICLE 26  
DURATION

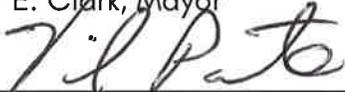
This Agreement shall be effective at 7:30 p.m. on June 18, 2018, and shall continue in full force and effect until midnight on June 30, 2020, when it shall terminate.

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

CITY OF MONROE



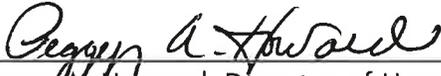
Robert E. Clark, Mayor



Vincent Pastue, City Manager



Charles F. McCormick, Chief of Police



Peggy A. Howard, Director of Human Resources



Michelle J. LaVoy, Clerk/Treasurer

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN



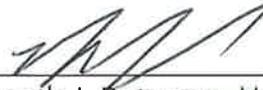
Tyler R. Dickerson, Local President



Derek T. Lindsay, Vice President



Chad J. Tolstedt, Secretary/Treasurer



Kenneth J. Peterson, Member

 6/19/18

Thomas K. Funke, Business Agent/COAM

APPENDIX A-1  
WAGE SCHEDULE

EFFECTIVE JULY 1, 2018

LIEUTENANT

LENGTH OF SERVICE IN CLASSIFICATION	BASE HOURLY RATE	BASE ANNUAL SALARY
Start to six (6) months	105% of Patrol Officer/Corporal Maximum Hourly Base Rate	105% of Patrol Officer/Corporal Maximum Annual Base Salary
7 months through 12 months	110% of Patrol Officer/Corporal Maximum Hourly Base Rate	110% of Patrol Officer/Corporal Maximum Annual Base Salary
13 months and after	115% of Patrol Officer/Corporal Maximum Hourly Base Rate	115% of Patrol Officer/Corporal Maximum Annual Base Salary

CAPTAIN

LENGTH OF SERVICE IN CLASSIFICATION	BASE HOURLY RATE	BASE ANNUAL SALARY
Start to six (6) months	105% of Lieutenant Maximum Hourly Base Rate	105% of Lieutenant Maximum Annual Base Salary
7 months and after	110% of Lieutenant Maximum Hourly Base Rate	110% of Lieutenant Maximum Annual Base Salary

APPENDIX A-2  
WAGE SCHEDULE

EFFECTIVE JULY 1, 2018  
 PUBLIC SAFETY LIEUTENANT

LENGTH OF SERVICE IN CLASSIFICATION	BASE HOURLY RATE	BASE ANNUAL SALARY
Start to six (6) months	105% of Public Safety Officer Maximum Hourly Base Rate	105% of Public Safety Officer Maximum Annual Base Salary
7 months through 12 months	110% of Public Safety Officer Maximum Hourly Base Rate	110% of Public Safety Officer Maximum Annual Base Salary
13 months and after	115% of Public Safety Officer Maximum Hourly Base Rate	115% of Public Safety Officer Maximum Annual Base Salary

PUBLIC SAFETY CAPTAIN

LENGTH OF SERVICE IN CLASSIFICATION	BASE HOURLY RATE	BASE ANNUAL SALARY
Start to six (6) months	105% of Public Safety Lieutenant Maximum Hourly Base Rate	105% of Public Safety Lieutenant Maximum Annual Base Salary
7 months and after	110% of Public Safety Lieutenant Maximum Hourly Base Rate	110% of Public Safety Lieutenant Maximum Annual Base Salary

APPENDIX B  
DRUG TESTING POLICY

I. PURPOSE

The purpose of this policy is to provide all sworn officers with notice of the provisions of the City of Monroe Police Department's drug testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this Department will implement a drug testing program to detect prohibited drug use by sworn officers.

III. DEFINITIONS

Sworn Officer. Those officers who have been formally vested with full law enforcement powers and authority. The terms "sworn officer" and "officer" shall include all members of the bargaining unit.

Supervisor. Those sworn officers appointed by the Employer to a position having day-to-day responsibility for supervising subordinates.

Drug Test. The compulsory production and submission of urine and/or blood, in accordance with departmental procedures, by an officer for chemical analysis to detect prohibited drug usage.

Reasonable Suspicion. That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an

officer. These facts or inferences would lead the reasonable person to suspect that the officer is or has been using drugs while on or off duty.

Medical Review Officer. The Medical Review Officer ("MRO") is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an officer's test results in conjunction with his or her medical history and any other relevant biomedical information.

#### IV. PROCEDURES/RULES

##### A. GENERAL RULES

The following rules shall apply to all officers, while on and off duty:

1. No officer shall illegally use, possess or sell any controlled substance.
2. No officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
  - a) Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. Employees who self report a prescription drug dependency shall be referred for appropriate treatment and placed on a leave of absence in accordance with the provisions of this Agreement. The officer shall submit one of the following:
    - (1) note from the prescribing doctor;
    - (2) copy of the prescription;
    - (3) show the bottle label to his immediate supervisor.
  - b) Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage. No officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
4. Any officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.

5. Any officer having a reasonable basis to believe that another officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.

6. Discipline of sworn officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the Department's rules and regulations, policies and procedures, and the collective bargaining agreement. (The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief or his/her designee, when one of the following occurs:

- a) A refusal to participate;
- b) Reasonable suspicion;
- c) The MRO determines that an officer's drug test was positive.

B. APPLICANT DRUG TESTING

1. Applicants for the position of sworn officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.

2. Applicants shall be disqualified from further consideration for employment under the following circumstances:

- a) Refusal to submit to a required drug test, or
- b) A confirmed positive drug test indicating drug use prohibited by this policy.

C. RIGHT OF INSPECTION

All property owned and/or controlled by the Employer, including lockers, desks or other property issued to an officer, is subject to Employer inspection at any time as there is no expectation of privacy. Other property on the Employer's premises shall be subject to Employer inspection in accordance with departmental policies and applicable state and federal law.

D. TESTING STANDARDS

1. Sworn officers will be required to take drug tests as condition of continued employment in order to ascertain prohibited drug use, as provided below:

A drug test will be administered as part of any promotional physical examination required by this department.

A drug screening test shall be administered as a condition of admission to the Narcotic Unit.

2. The members of the Narcotic Unit may be tested randomly at least once every six months and also when an officer leaves the unit.

3. The Employer may order a sworn officer to submit to a drug test when there is reasonable suspicion that the sworn officer is or has been using illegal drugs or prescription drugs in violation of this policy. Reasonable suspicion may be based upon, for example, among other things, direct observation of use and/or the physical symptoms of having used drugs, a pattern of abnormal conduct or erratic behavior including, but not limited to, excessive absenteeism, tardiness, indifferent job performance, poor work, and on-the-job injuries or accidents, indictment for a drug-related offense, and/or newly-discovered evidence that the officer has tampered with a previous urine sample and/or drug test.

4. A sworn officer's failure or refusal to submit to a drug test as directed by the Department or the alteration or substitution of a specimen shall be a violation of this drug testing policy and shall result in discipline up to, and including, discharge.

E. DRUG USE DETERMINATION

The determination that an officer uses illegal drugs may be made on the basis of direct observation, confirmed results of the Department's drug testing program, the officer's own admission or other appropriate basis.

F. PENALTY

Violation of any provision of this drug testing policy shall be grounds for disciplinary action, or such other action as the Employer shall determine to be appropriate in the circumstances. Discipline shall be administered as set forth in the Code of Conduct and Rules and Regulations for the Monroe Police Department and further defined in the Department's Policies and Procedures, and may include discharge from the Police Department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

G. DRUG TESTING PROCEDURES

1. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering departmental drug tests.

2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each officer to be tested before the officer enters the testing area.

3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs.

4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an officer enters same in order to document that the area is free of any foreign substances. Authorized testing personnel may:

- a. control the test area to ensure that samples have not been hidden for a substitution;
- b. prohibit the carrying of purses, bags, luggage, briefcases, or other containers into the test area; and
- c. prohibit the wearing of coats and/or jackets into the test area.

5. It is recognized that the Employer has the right to request the clinic personnel administering a urine drug test to take such steps as checking the color and temperature of the urine specimen(s) to detect tampering or substitution, provided that the officer's right of privacy is guaranteed, and in no circumstances may observation take place while the officer is producing the urine specimens. If it is established that the officer's specimen has been intentionally tampered with or substituted by the officer, the officer is subject to discipline as if the specimen tested positive. In order to deter adulteration of the urine specimen during the collection process, physiologic determinations such as creatinine, specific gravity and/or chloride measurements may be performed by the laboratory.

Any findings by the laboratory outside the "normal" ranges for creatinine, specific gravity and/or chloride shall be immediately reported to the Employer so that another specimen can be collected without undue delay. The clinic shall also immediately notify the MRO.

6. Where the officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The officer shall be permitted no more than two (2) hours to give a sample. During that time, the officer shall remain in the testing area, which shall remain under the observation and control of the clinic personnel. Direct observation of the officer producing the sample is prohibited. Reasonable amounts of water may be given to the officer to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.

7. Urine in excess of the first 60ml shall be placed in a second container by authorized testing personnel. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall

remain at the facility in frozen storage. If an officer is told that the first (1st) sample tested positive, the officer may, within seventy-two (72) hours of receipt of actual notice, request that the second (2nd) urine specimen be forwarded by the first (1st) laboratory to another independent and unrelated approved laboratory of the parties' choice for Gas Chromotyraby/Mass Spectremetry (GC/MS) confirmatory testing of the presence of the drug. If the officer requests a second test, he/she shall simultaneously pay to the Employer the cost of the second test. The officer may be suspended without pay once the first (1st) laboratory reports a positive finding while the second (2nd) test is being performed. If the second (2nd) laboratory report is negative, the officer will be reimbursed for the cost of the second (2nd) test and for all lost time.

8. All specimen samples shall be sealed, labeled, initialed by the officer and laboratory technician, and checked against the identity of the officer. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.

#### H. DRUG TESTING METHODOLOGY

1. The testing or processing phase shall consist of:
  - a. Initial screening test;
  - b. Confirmation test--if the initial screen testing is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending". Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse, including heroin, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:
  - a. Initial Test Standards

The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The following initial cutoff levels shall be used when screening specimens to determine whether negative or positive for these classes of drugs:

<u>SKBL Analyte</u>	<u>Initial Test Level (ng/ml)</u>
Marijuana	50 ng/ml
Cocaine	300 ng/ml
Opiates	2000 ng/ml
Phencyclidine	25 ng/ml
Amphetamine	1000 ng/ml

Some specimens may be subjected to initial testing by methods other than immunoassays, where the latter are unavailable for detection of specific drugs of special concern.

b. Confirmatory Test Standards

All specimens identified as positive on the initial screening test shall be confirmed using gas chromatography/mass spectrometry (GC/MS) techniques and by quantitative analysis at the cutoff levels listed below:

<u>SKBL Analyte</u>	<u>Initial Test Level (ng/ml)</u>
Marijuana	15 ng/ml
Cocaine	150 ng/ml
Opiates:	
Morphine	2000 ng/ml
Codeine	2000 ng/ml
Phencyclidine	5 ng/ml
Amphetamine	500 ng/ml

I. CHAIN OF EVIDENCE - STORAGE

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.

J. DRUG TEST RESULTS

All records pertaining to departmental-required drug tests shall remain confidential and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, legal, administrative and immediate supervisory personnel may have access to the records as needed in their service to the Employer.

APPENDIX C  
LETTER OF UNDERSTANDING  
RE: MEDICAL FIRST RESPONDERS

It is hereby agreed between the City of Monroe ("City") and the Monroe Command Officers Association of Michigan ("Association") as follows:

1. Platoon supervisors and Road Lieutenants who are hired as a Public Safety Officer on or after September 10, 2010, shall be certified and licensed as an emergency medical first responder as a condition of hire and continued employment.
2. Platoon supervisors and Road Lieutenants who were hired as a Police Officer/Public Safety Officer prior to September 10, 2010, may volunteer, but shall not be required, to become certified and licensed as an emergency medical first responder.
3. Platoon supervisors and Road Lieutenants who are certified and licensed as an emergency medical first responder shall be assigned to serve as secondary providers of basic life support for the citizens of the City of Monroe. Such assignments shall be limited to Priority #1 emergency calls.
4. The City shall provide a training program to assist current officers who desire to acquire medical first response certification and licensure. The training program is scheduled to commence on or about September 13, 2010. Platoon supervisors and Road Lieutenants who volunteer but are not able to attend due to enrollment limitations will be permitted to attend another training course commencing on a date to be determined by the City. Platoon supervisors and Road Lieutenants are required to take any licensure or certification examinations within sixty (60) days of completing the training.
5. The City shall provide periodic continuing education courses to assist officers in maintaining emergency medical first responder certification and licensure.
6. The City shall cover the expense of officer attendance at the foregoing training program(s). Platoon supervisors and Road Lieutenants who attend training during their regularly scheduled hours of work shall be compensated at straight time rates. Platoon supervisors and Road Lieutenants who attend outside their regularly scheduled hours of work shall be compensated at overtime rates.
7. Platoon supervisors and Road Lieutenants who were hired as a Police Officer/Public Safety Officer on or before September 10, 2010, who do not participate in one of the medical first responder training programs offered by the City, but who later attend another state licensed medical first responder training

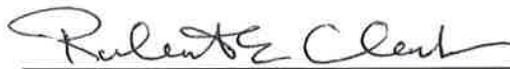
program, may receive up to \$350.00 toward the cost of tuition incurred by the employee. All other expenses associated with obtaining such certification and licensure shall be borne by each individual officer.

8. The City agrees to pay each officer who is appropriately certified and licensed and who provides the required services, a bonus of \$500.00 per fiscal year (July 1 through June 30) payable annually, commencing in July 2011 and each July thereafter. Such payment shall be prorated for officers whose certification and licensure is obtained or terminated after July 1. Each officer shall provide the Chief of Police a copy of his/her current license between June 15 and June 25 of each fiscal year.
9. The bonus payment shall be included in the calculation of an officer's final average compensation and retirement benefits under the City of Monroe Employee's Retirement System.

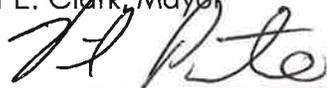
This Agreement has been ratified and approved by the City and the Association and is agreed to this 7th day of September, 2010.

CITY OF MONROE

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN



Robert E. Clark, Mayor



Vincent Pastue, City Manager



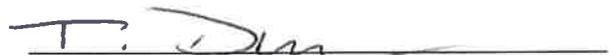
Charles F. McCormick, Chief of Police



Peggy A. Howard, Director of Human Resources



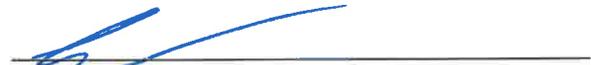
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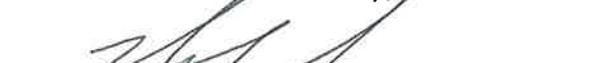
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