

**AGREEMENT**

**between**

**CITY OF ROCHESTER**

**-and-**

**POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**January 1, 2015 - March 31, 2019**

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## AGREEMENT

This Agreement, made and entered into this \_\_\_ day of \_\_\_, 2015, is effective as of the 1st day of January, 2015, by and between the City of Rochester, Michigan, hereinafter referred to as the "City," and the Police Officers Association of Michigan, hereinafter referred to as the "Union."

### 1. PURPOSE AND INTENT

It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the City and employees which will best serve the citizens of the City of Rochester.

### 2. RECOGNITION

(a) The City recognizes the Union as the sole and exclusive representative of the employees of the City's Police Department for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of the Michigan Public Employment Relations Act, Act 336 of The Public Acts of 1947, as amended.

All full-time and regular part-time patrol officers, investigators, dispatchers, and ordinance officers of the City of Rochester Police Department; but excluding sergeants, lieutenants, supervisors, police reserves, and all other employees.

(b) Any individual employee at any time may present grievances to the City and have the grievances adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given opportunity to be present at such adjustment.

3. **UNION SECURITY**

(a) Subject to Section (c) below, all employees in the bargaining unit shall (1) either remain or become members of the Union as such is permitted by applicable law, or (2) shall commence to pay to the Union a service fee, as permitted by applicable law, to be used for collective bargaining, contract administration, and grievance adjustment. Said service fee shall not exceed the amount of regular dues and fees assessed members of the Union.

(b) Subject to Section (c) below, all future employees within the bargaining unit shall either (1) elect to become members of the Union thirty-one (31) days after employment by the City, or at some later time, or (2) shall commence to pay to the Union a service fee, as defined above, commencing at the thirty-first (31st) day of employment by the City.

(c) Employees holding positions in the bargaining unit which are not included in the definition of "public police or fire department employee" under section 2 of 1969 PA 312 (MCL 423.232) shall not be required as a condition of employment to become members of the union, or to financially support the Union in any way (including the payment of a service fee). However, the City agrees to deduct Union dues or fees from the wages of such an employee if he or she voluntarily provides a written authorization in accordance with the standard form used by the City, provided that said form shall be voluntarily executed by the employee. The written authorization for the deduction of Union dues and/or fees may be revoked at any time. Such revocation shall be effective the payroll period following the payroll period in which the form is submitted.

4. **DUES/SERVICE FEE**

(a) Except as provided in Section 3(c) above, the City agrees to make monthly collection of Union dues (not including fines or assessments) or the service fee for any employee

submitting a signed payroll deduction authorization to the City, and to pay over to the Union the total amount thus deducted for all such employees. The Union shall furnish authorization slips.

(b) When Deductions Begin: Check-Off deductions under all properly executed authorization forms shall become effective at the time the application is tendered to the City and shall be deducted from the first pay of each month thereafter. Deductions for any calendar month shall be remitted to the designated financial officer of the Union as soon as possible after the deduction, with a list of employees from whom dues have been deducted.

© Termination of Check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit, as provide for in Section 3(c) above.

(d) Limit of City's Liability: The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

(e) The Union will protect and save harmless from the City from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the City for the purpose of complying with this section.

(f) The City's obligation to deduct any dues or service fees shall be as conditioned by applicable law.

## 5. MANAGEMENT RIGHTS

(a) It is recognized that the management of the City, the control of its properties, and the maintenance of order and efficiency are solely the responsibility of the City. Rights and responsibilities belonging solely to the City include (but are not limited to): the rights to decide the methods and means of Police Department and City operation, the number, location and type

of facilities, the work to be performed, the equipment to be used, the maintenance and repair of facilities and equipment; the amount of supervision necessary, and schedules of work; the selection and purchasing of materials; and the right to purchase the service of others; except as such rights are specifically limited by this Agreement.

(b) It is further recognized that the selection and direction of the working forces, including the right to hire, discipline, suspend, demote, discharge for just cause, assign, promote, and transfer employees, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or other legitimate reasons, to assign work, to establish and require employees to observe reasonable rules and regulations not inconsistent with the law or this Agreement, and to maintain discipline and efficiency of employees, is the sole responsibility of the City, subject only to the express provision of this Agreement.

(c) The City hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the City Charter, present policies, ordinances, and the laws of the State of Michigan and of the United States.

(d) The City reserves and retains the right to schedule. The City will make reasonable efforts to notify employees of changes in the work schedules, including notification by means of the daily log sheets. It is recognized and understood that schedules may be changed as necessary to meet the needs of the City.

**6. NO STRIKE AGREEMENT**

(a) For the duration of this Agreement, there shall be no strikes, sit-downs, slow-downs, stoppage of work or any other acts of any nature that tend to interfere with the operations of the City or its Police Department, nor picketing of any nature. The Union agrees that during the life of this Agreement neither it nor its officers, representatives, stewards or members will for

any reason, directly or indirectly, call sanction, encourage, support or engage in any strike, work stoppage or any of the other foregoing activities.

(b) In the event of a strike, work stoppage or any other of the foregoing activities, the Union shall instruct the involved employees in writing that their conduct is in violation of this Agreement and that they may be disciplined up to and including discharge at the discretion of the City, and the Union shall instruct all such persons to immediately cease such conduct.

(c) The City shall have the right to discharge or otherwise discipline any employee who is responsible for, who shall participate in, or who shall give leadership to any activity herein prohibited.

(d) In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

7. **STEWARD AND ALTERNATE STEWARD**

(a) There shall be one Chief Steward and an alternate steward who shall represent the employees in the bargaining unit. The alternate steward may exercise the authority of the Chief Steward only in the event the Chief Steward is absent from work. These stewards shall be regular employees working in the Police Department.

(b) The Union will immediately notify the City in writing of the names of the stewards and of any changes in personnel in these positions.

(c) After obtaining approval of his supervisor and recording his time, the Chief Steward (and in his absence, the alternate steward) will be permitted to leave his work during regularly scheduled working hours, without loss of pay, for the purpose of investigating and presenting grievances, and arbitrations, to the City in accordance with the terms of the grievance procedure. The privilege of the Chief Steward (or in his absence, the alternate steward) to leave

his work during working hours, without loss of pay, is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused, and that he will continue to work at his assigned job at all times except when permitted to leave his work for the purpose of handling grievances. In no event will the Chief Steward (or alternate steward) be paid overtime for the purpose of handling grievances. The Chief Steward (or alternate steward) will report his time to his supervisor upon returning from the grievance discussion.

8. **GRIEVANCE PROCEDURE**

(a) Should any difference arise between the City and the Union or between the City and any employee as to the meaning or application of or compliance with the provisions of this Agreement, it shall be settled in accordance with the grievance procedure set forth below.

**Step 1-Verbal Discussion.** An employee having a grievance shall, within three calendar days (excluding Saturday, Sunday and holidays) after the act or incident complained of, present his grievance verbally to his supervisor. The steward may be present at this step if so requested by the employee.

**Step 2-Supervisor.** If the employee and the supervisor are unable to adjust the grievance, it shall be reduced to writing, setting forth the facts necessary to an understanding of the issues involved, signed by the grievant, and submitted by the steward to the Chief of Police for resolution. Any grievance not submitted in writing and received by the Chief of Police within five (5) calendar days (excluding Saturday, Sunday and holidays) after its occurrence shall be deemed to have been waived and considered automatically closed. The written grievance shall be discussed between the steward and the Chief of Police or his designee, who shall give his written decision within five calendar days (excluding Saturday, Sunday and

holidays) of receipt of the written grievance. Grievances not answered within the prescribed time limits shall be moved to the next step of the grievance procedure.

**Step 3-City Manager.** If the grievance is not satisfactorily settled by written disposition at Step 2, it shall be presented to the City Manager within five calendar days (excluding Saturday, Sunday and holidays) of receipt of the written disposition at Step 2 or upon expiration of the aforementioned five days. The City Manager shall provide a written disposition of the grievance to the steward who presented it not later than five days (excluding Saturday, Sunday and holidays) after the date on which the City Manager received the written grievance.

Grievances not answered within the prescribed time limits shall be moved to the next step of the grievance procedure.

**Step 4-Arbitration.** In the event the grievance is not satisfactorily settled in Step 3, the Union may invoke arbitration of the issue in accordance with the following procedure. Oral and written reprimands shall not be subject to arbitration:

(i) Notify the City within ten (10) calendar days of receipt of disposition at Step 3 of intent to submit the issue to arbitration. Following such notification of intent to arbitrate, the parties shall contact Stanly Dobry or Mark Glazer, chosen randomly, to arbitrate the disputed issue or issues, in accordance with the then-obtaining rules of the American Arbitration Association. Should any of the above individuals cease practicing as arbitrators, the parties will negotiate a replacement.

(ii) The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto, and shall only concern himself with the interpretation and application of the terms of this Agreement. Rates for new jobs and new job classifications shall not be subject to arbitration. In no event shall any

award be retroactive beyond the date on which the grievance was first presented in written form in Step 2 of the grievance procedure.

(iii) The decision of the arbitrator shall be final and binding upon the City, the Union, the employees and the grievant. The expense of the arbitrator shall be shared equally by the City and the Union, except, however, that each party shall be responsible for compensating its own representatives and witnesses.

(iv) In the event a grievance shall proceed through Step 4 and arbitration has not been invoked within fourteen (14) calendar days thereafter, such grievance shall be considered as having been finally resolved and to be without further recourse.

(b) Any settlement arrived at by the City and the Union is binding upon the City, the Union, the employees and the grievant.

(c) Any grievance not appealed to the next step in the grievance procedure within the time period prescribed herein shall be considered settled on the basis of the last answer and not subject to further review. The time limits herein may be extended by mutual written agreement.

(d) No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

9. **VISITS BY UNION REPRESENTATIVES**

The business representative of the Union shall have reasonable access to the City's premises where Union employees work for the purpose of adjusting grievances and representing members of the Union at any time during working hours providing that contact is first made with the City Manager or other appropriate representative and that the visit does not interrupt the normal work of the Department. On duty members may participate in meetings providing that they remain available and in contact, and handle police department needs on a priority basis.

**10. DISCIPLINE AND DISCHARGE**

The nature of discipline administered will be determined by management based upon the circumstances and may result in any form of disciplinary action up through and including discharge from employment.

(a) Disciplinary action or measures may include but are not limited to the following:

Oral reprimand

Written reprimand

Suspension

Discharge for just cause

The City shall give the affected employee, and his/her steward or alternate steward, notice and opportunity to be heard, as constitutionally required, prior to suspension or discharge. In the event an employee is discharged, the Union may elect to bypass Steps 1, 2 and 3 of the Grievance Procedure by filing a grievance and serving a written request within three calendar days (excluding Saturday, Sunday and holidays) after the discharge is effective on the City Manager, and the discharge grievance shall thereafter be processed starting with Step 4 of the Grievance Procedure.

(b) To be valid, disciplinary action must be undertaken within forty-five (45) calendar days after supervisory knowledge of the offense committed. It is understood that correlative internal, civil or criminal investigations may extend the time period until the end of the investigation. If the investigation extends longer than thirty (30) calendar days, disciplinary action must be undertaken within fifteen (15) days after the conclusion of the investigation. The parties may agree to extend the time for both the investigation and the date for which disciplinary action must be undertaken.

(c) Written notice of discipline which results in suspension or discharge shall be mailed to the Union by the City within seventy-two (72) hours, excluding Saturdays, Sundays and Holidays, of the imposition of such suspension or discharge.

(d) Should an employee be suspended without pay for a period in excess of twenty-eight (28) days, said employee may elect to receive payment for any accrued leave time at that time. If the suspension is upheld, the leave time days shall remain subtracted from the employee's account.

(e) In imposing discipline on a current charge, the City may not base its decision on prior infraction which have occurred in excess of twenty-four (24) month period immediately preceding the alleged infraction, except for disciplinary actions relating to attendance and/or tardiness.

#### **11. SPECIAL MEETINGS**

Special meetings for important matters will be arranged between the Union and the City upon the written mutual consent of the parties. Such meeting shall be between at least two representatives of the City and at least two representatives of the Union, and either party may designate one or more outside representatives to act on its behalf. Arrangements for special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The matters taken up in special meetings shall be confined to those included in the agenda except upon mutual agreement by both parties.

#### **12. PROBATIONARY EMPLOYEES**

(a) All new patrol and ordinance officers and dispatchers shall be regarded as probationary employees for the first twelve months of their employment. Upon completion of

the probationary period all regular employees will be retroactively granted seniority ranking from their date of hire in the Department. Only on-the-job time shall be counted toward an employee's probationary period.

(b) Until given seniority ranking upon completion of the probationary period, an employee shall be subject to layoff, transfer, discipline or discharge at the sole discretion of the City and without recourse to the Grievance Procedure. The City shall have no responsibility to re-employ any probationary employee who may be laid off.

### 13. SENIORITY

(a) Seniority is herein defined as the length of an employee's service in the Police Department from his last date of hire by the Department. Each employee will be placed on the seniority list of his group. The following groups shall, for purposes of layoffs and recall, be non-interchangeable:

1. Patrol Officer
2. Dispatcher
3. Ordinance Officer

(b) Seasonal, part-time and temporary employees shall not acquire seniority and the periods of their employment as seasonal, part-time or temporary employees shall not be credited for seniority purposes or for purposes of computing their probationary period if they become regular employees. (Seasonal means any employee who is employed for any seasonal activity.)

(c) The seniority list on the date of this Agreement will show, for each group, the name and seniority date of all employees of the unit entitled to seniority. The City will keep the seniority list up to date at all times and will provide the Union Representative with up-to-date copies as required.

14. **LAYOFFS**

“Layoff” means a reduction in the working force due to a decrease of work or other legitimate reasons. In all cases of layoff, the principle of straight seniority within the group affected shall be observed and seniority shall govern. The City will, whenever possible, give at least three days notice prior to layoff to the employees affected together with a list of the names of such employees to the Union.

15. **RECALL PROCEDURE**

When an increase in force is necessary, employees previously laid off who have seniority will be recalled in the order of seniority within their group.

16. **LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons:

- (a) If he quits or retires.
- (b) If he is discharged, unless reversed through the Grievance Procedure.
- (c) If he is absent without notice or excuse acceptable to the City for three or more working days.
- (d) If he fails to report for work within seven (7) calendar days after the date of mailing written notification to return to work to the employee’s last known address.
- (e) If he fails to return to work upon termination of a leave of absence unless such time is extended by the City.
- (f) If he performs no work for a period in excess of eighteen (18) months, or the length of seniority, whichever is less.
- (g) Separation upon permanent partial or total disability.
- (h) If the employee is convicted of a felony, theft or high misdemeanor.

(i) If the employee fraudulently enters pertinent information on the application for employment or any official report.

Exceptions may be made by the City.

## 17. TRANSFERS

(a) If an employee having seniority is transferred to a position under the City not included in the unit and is thereafter transferred again to a position within the unit, he shall accumulate seniority only for a period of up to one (1) year while working in the position outside the unit to which he was transferred, and upon his return to the unit he shall retain such rights accrued for the purposes of any benefits provided for in this Agreement.

(b) An employee who remains in a non-unit position for a period in excess of one (1) year, and who is thereafter returned by the City to the unit, shall retain only that seniority accrued prior to leaving the unit for the purposes of any seniority based benefits provided for in this Agreement.

(c) After the date of June 1, 2015, with the approval of the Chief, employees may transfer within the unit as follows:

(i) Individuals in the Dispatcher and Ordinance Officer positions may transfer between these two classifications and retain their original hire date and seniority.

(ii) Individuals in the Dispatcher and Ordinance Officer positions that transfer to a Patrol Officer position shall retain their original hire date, but shall be considered as new hires for purposes of seniority within the group of Patrol Officers.

(iii) In the event that an employee elects to inform the Chief of their desire to transfer position as described above and the Chief agrees with the request, the City shall initiate a selection process to choose the individual(s) to transfer positions.

**18. SICK LEAVE**

(a) Regular employees will accrue eight (8) hours of sick leave for each month in service, beginning with the first full calendar month of service. Sick leave will be credited to the employee on the last day of each month for the month just completed.

(b) (1) Sick leave may be requested and taken in one (1) hour increments. To be eligible for such sick leave, the employee must furnish appropriate medical verification.

Should such an employee leave work early due to illness, the absence shall be charged as an occurrence, and the employee's sick bank shall be charged in one (1) hour increments. For example:

<u>Leaves Early</u>	<u>Sick Bank Charge</u>
0-1 hours	1 hour
1.1-2 hours	2 hours

and so on.

(c) If an employee's employment terminates by reason of his death, retirement or voluntary resignation after ten full years of continuous service with the City, the City shall pay to the employee (or, in the event of death to the employee's estate or, if requested in a writing signed by the employee and filed with the City, to his designee), an amount equal to seventy-five percent (75%) of the unused sick leave credited to such employee's account at the date of his termination. No compensation will be allowed for accrued sick leave days if separation from employment is the result of any other reason.

(d) Sick leave shall not be considered as a privilege which an employee may use at his discretion, but shall be allowed only in case of necessity and actual sickness or disability of the employee. Abuse of the sick leave privilege will result in disciplinary action up to and including discharge. Sick leave will not be allowed when illness or injury is due to willful misconduct or due to self-employment or employment by other than the City.

(e) When an employee expects to be absent from work (including court, DLAD hearings, training assignments, etc.) due to illness, or for any other reason, he shall notify or cause to be notified his supervisor prior to the beginning of that employee's shift or reporting time. The employee shall, upon his return to work, fill out a sick leave form and present it to his supervisor. Should the employee fail to do this, no sick leave time will be paid. A certificate of illness or injury from a physician of the City Manager's choosing may be required for cause as evidence of illness or disability before compensation for the illness or disability is allowed, and shall be mandatory if the illness or disability continues for four (4) or more working days.

After five (5) separate occurrences of sick leave per fiscal year, a doctor's certificate will be required on all sick leave absences for the remainder of the fiscal year unless notified not to do so in writing by the City Manager or his designee. An occurrence is any sick leave used during a work shift. The duration of one (1) sick leave occurrence shall not exceed two (2) shifts. Sick leave usage for an employee, or an employee's family (medical emergency), verified by a doctor certificate, will not be counted as an occurrence.

(f) After all sick leave is used, the employee may, if he so elects, use vacation leave for sickness or disability and payment will be made therefor to the extent of vacation leave accrued.

(g) When an employee who is sick or disabled (except for injury on the job as defined below) receives his last check for sick leave and, if he so elects, for accrued vacation leave, he will be placed on leave without pay for a period not to exceed one year or his seniority, whichever is less. If, at the end of that time, the employee is still unable to return to work, his employment and seniority shall be terminated.

(h) In the event an employee's illness or injury exceeds thirty (30) calendar days, he shall cause any applicable disability insurance forms to be completed and filed with the City; and no further sick leave benefit checks shall be sent to the employee until such forms have been submitted to the City.

(i) Sick leave or vacation leave used while receiving disability insurance benefits shall be deducted at a proportionate rate using the amount of the disability benefit received as a function of the employee's regular straight time daily wages.

(j) The City shall continue to pay an employee's health and dental insurance premiums while the employee is off work pursuant to this Section until said employee has exhausted sick leave and his accrued vacation leave and is placed on a leave without pay status pursuant to section (g) above.

(k) Sick and vacation leave credits will not accrue when an employee is off work for thirty (30) calendar days or more. An employee shall receive eight (8) hours holiday pay for each holiday which may fall within the first thirty (30) calendar days that the employee is off the job due to illness or injury (not job-related).

(l) The City shall provide a disability benefit program for regular full-time employees. Benefits shall become available beginning the thirty-first (31st) day of sickness or accident. The weekly benefit amount shall be sixty-six and two-thirds (66-2/3%) percent of forty

(40) straight-time hours pay, less integration. Benefits continue for a maximum of fifty-two (52) weeks, and cease on the employee's seventieth (70th) birthday.

The disability benefit program is currently provided by a reputable insurance carrier. The City retains the right to change carriers, or to self-insure (in whole or in part), as long as substantially equivalent benefits are provided.

Set forth herein is only a description of coverage. The terms and conditions of the policy are incorporated by reference, and are controlling.

Any dispute regarding the payment of benefits or the disability program is a dispute not subject to the grievance and arbitration procedure.

(m) The parties agree that there shall be no abuse of sick leave, and agree that the City may take all reasonable measures, including appropriate discipline, to address any such abuse.

**19. SICK LEAVE BANK**

Each employee's individual sick leave bank is capped at a maximum of four hundred (400) hours, plus the monthly accrual, if any, during the contract year. For employees hired before November 1, 2011, by the end of July each year, each employee will receive payment for three-quarters (75%) of all accrued sick leave hours above four hundred (400) hours, if any, at the employee's prior June 30 wage rate. For all employees hired after November 1, 2011, sick leave banks shall be capped at a maximum of four hundred (400) hours and shall be paid out at fifty percent (50%).

**20. INJURY ON THE JOB**

(a) Injury on the job means any absence required as the result of an injury or illness incurred in the course of employment for the City which is covered by the Michigan Workers' Compensation Act.

(b) The employee shall notify his supervisor immediately of any illness or injury incurred while on the job.

(c) Employees on disability absence for reason of injury on the job shall be paid, for a period not to exceed one year from and after the date on which the injury occurs and/or reoccurs (the issue to be determined by the Bureau of Workers' Compensation) for such amount as, when added to the benefit received under the Workers' Compensation Act, will bring the employee's net income from wages, after deducting the federal and state income tax payable and retirement contributions with respect thereto, to 100% of what his net income would have been, (based upon applicable straight-time wages set forth in Section 26 hereof), after deducting the applicable federal and state taxes and retirement contributions, had he not been injured on the job. An employee may request an alternate arrangement with the City with respect to a delay in the start of receiving workers' compensation benefit payments and the repayment of advance(s) paid to the employee by the City. No charge shall be made to the employee's own accrued sick leave days during the first one year.

(d) Sick leave credit will not accrue when an employee is off for work-related injury or illness. Vacation leave credit shall accrue for a maximum period of one year when an employee is off work for work-related illness or injury. Both sick and vacation leave credit will resume following the employee's return to work. An employee shall receive eight (8) hours holiday pay for each holiday which may fall within the maximum period of one year that the employee is off the job due to work-related illness or injury.

(e) The City shall continue to pay health, dental insurance and vision premiums for the first 365 days an employee is off work pursuant to this Paragraph. At the employee's option, after said 365 days, the City shall exhaust the employee's sick leave bank by paying to the

employee an amount equal to fifty percent (50%) of the unused sick leave credited to such employee's account.

(f) An employee's seniority and employee status shall terminate should the employee not permanently return to work within 24 months of his last day worked.

(g) The employee shall provide to the City a copy of all Workers' Compensation Insurance benefits received, so that the City may meet its obligation as set forth above in this section.

## **21. FUNERAL AND SERIOUS ILLNESS/INJURY**

(a) The City shall grant Funeral Leave, which is leave with pay, in the following circumstances:

(b) In the case of death in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed twenty-four (24) hours [or, in the event the funeral is held outside the State of Michigan, for a period not to exceed forty (40) hours] upon the recommendation of the City Manager. Immediate family is defined as wife, husband, child, brother, sister, parent, grandparent, parent-in-law, brothers and sisters of spouse, and spouses of brothers and sisters, and step relatives the same relation as the preceding list.

(c) In the case of serious illness/injury in his immediate family, a regular employee may be granted a leave of absence with pay for a period not to exceed twenty-four (24) hours [or, in the event the matter is outside the State of Michigan, for a period not to exceed forty (40) hours] upon the recommendation of the City Manager. Immediate family is defined as wife, husband, child, brother, sister, parent, grandparent, parent-in-law, brothers and sisters of spouse, spouses of brothers and sisters, and step relatives the same relation as the preceding list. One hundred (100%) percent of any time taken as serious illness leave is chargeable to sick leave.

(1) The City Manager may request a doctor's certification of illness/injury if he wishes to do so.

(c) Nothing in this Agreement shall impair or diminish any rights or obligations of employees as contained in the Family Medical Leave Act, and the City reserves its right to implement and administer said Act.

**22. PERSONAL LEAVE**

(a) Each regular employee (excluding temporary and seasonal employees) shall be entitled, after completion of one (1) year of continuous service with the City, to take forty (40) hours of personal leave each anniversary year.

(b) Except as provided, an eligible employee may take a personal leave day only upon notice to the Chief of Police (or, if the Chief is not available, to the employee's supervisor) and receiving the prior approval of the City. Personal leave may be taken in one (1) hour increments.

**23. HOLIDAYS**

(a) The following holidays shall be recognized and observed as paid holidays:

Good Friday	Christmas Day
Memorial Day	New Year's Day
Independence Day	Christmas Eve
Labor Day	New Year's Eve
Thanksgiving Day	Easter
The Friday after Thanksgiving Day	

(b) An employee shall be eligible for holiday pay if he works his last scheduled work day prior to the holiday and the next scheduled work day following the holiday unless excused by the City Manager or on any approved paid leave or sick leave.

(c) Regular employees who work on any of the foregoing holidays shall be paid one and one-half (1-1/2) times their regular hourly rate for each such holiday worked. An employee called in to work a holiday on the employee's scheduled day off shall be paid double-time his regular hourly rate for said holiday. If an employee is entitled to receive pay for a holiday, the employee may elect to receive holiday pay as comp-time. Regardless if an employee is scheduled to work the holiday or not, it is the employee's obligation to report their request to elect to receive holiday pay as comp-time as part of that period's time reporting.

An employee required to work more than his/her scheduled shift on a holiday shall be paid double time for such extra hours worked, regardless whether it is the employee's scheduled day off.

#### **24. VACATION**

(a) Each full-time employee who has completed one (1) year of continuous employment with the City is entitled to eighty (80) hours vacation to be taken in the next year of employment.

(b) Each full-time employee who has completed five (5) years of continuous employment with the City is entitled to one hundred twenty (120) hours vacation to be taken in the next year of employment.

(c) Each full-time employee who has completed ten (10) years of continuous employment with the City is entitled to one hundred sixty (160) hours vacation to be taken in the next year of employment.

(d) To schedule a vacation, an employee must give seventy-two (72) hours' prior notice. Said notice is waived only if the employee has secured a replacement to fill his/her shift. The City may waive this notice requirement on an ad hoc basis and in the City's sole discretion.

(e) Employees who are entitled to vacation may receive payment in lieu of vacation, in whole or in part, for the period, if the City has reasonable cause to refuse or cancel the vacation. Alternatively, an employee may choose to reschedule said vacation prior to his next anniversary date.

(f) Vacations will be granted at such time during the year as are suitable, considering both the wishes of employees and efficient operation of the City. No two employees within the same classification can be on vacation at any one time except that two (2) patrol officers, not assigned to the same shift, may be on vacation at the same time. Personal leave may be taken in one (1) hour increments.

(g) If an employee becomes ill, is under the care of a duly licensed physician, and is confined either to his home or a care facility during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

(h) Vacation hours will be credited to the employee on his anniversary date. Vacations must be used by the following anniversary date unless mutually agreed.

Vacation picks will run calendar year, January 01, through December 31.

First choice vacation picks must be scheduled by March 01. Picks will be scheduled first seniority. The school liaison officers shall participate equally.

An employee must have the appropriate number of hours requested, in his vacation bank, for the dates desired off, unless mutually agreed.

If first choice is January, February or March, request must be submitted by December 01.

25. WAGES

For only those employees employed as of the date of execution of this Agreement, wages shall be as follows:

(a) Patrol Officer. The annual salary of Patrol Officers, based upon 2080 hours per year, shall be as follows, effective as of the date indicated with the progressions indicated for each twelve months of service as a patrol officer for the City:

	June 1, 2015	Effective Upon Execution by Both Parties	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018
Start	\$43,003	\$44,293	\$45,179	\$46,083	\$46,543
After 12 months	\$47,692	\$49,123	\$50,105	\$51,107	\$51,618
After 24 months	\$52,388	\$53,960	\$55,039	\$56,140	\$56,701
After 36 months	\$57,081	\$58,793	\$59,969	\$61,169	\$61,780
After 48 months	\$66,563	\$68,560	\$69,931	\$71,330	\$72,043

All salaries will be converted to hourly rates (based upon 2080 hours).

(1) Investigator. A patrol officer, while serving as an investigator, shall be paid at a rate of 2% above the rate he or she otherwise would have been paid. The Investigator assignment shall be made at the sole discretion of the Chief of Police. The assignment of Investigator shall not exceed four years in any six year period. The Chief has the option to extend the assignment up to one (1) additional year based on case load and ongoing investigations. This extension may also be made to allow the investigator positions to maintain a higher level of experience in the positions and participation in MCAT or other special investigations.

(b) Dispatcher. The hourly wage rate for Dispatchers shall be as follows, with the progressions indicated for each six months of service as a dispatcher for the City:

	June 1, 2015	Effective Upon Execution by Both Parties	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018
Start	\$17.90	\$18.44	\$18.81	\$19.18	\$19.37
After 6 months	\$19.08	\$19.65	\$20.05	\$20.45	\$20.65
After 12 months	\$20.22	\$20.83	\$21.24	\$21.67	\$21.88

(c) Ordinance Officer. The hourly wage rate for Ordinance Officers shall be as follows, with the progressions indicated for each twelve months of service as an Ordinance Officer for the City:

	June 1, 2015	Effective Upon Execution by Both Parties	Effective July 1, 2016	Effective July 1, 2017	Effective July 1, 2018
Start	\$20.46	\$21.07	\$21.50	\$21.93	\$22.14
After 6 months	\$21.60	\$22.25	\$22.69	\$23.15	\$23.38
After 12 months	\$23.05	\$23.74	\$24.22	\$24.70	\$24.95

(d) Any periods of seasonal, part-time or temporary employment shall not be included in determining length of service for pay purposes.

(e) Wage adjustments made due to length of service will be made effective to the nearest complete pay period.

(f) For each six-month period an employee is on an unpaid status from the City, said employee shall not accrue seniority for purposes of vacation accrual, longevity pay, or wage adjustment. This does not apply to a duty-related illness or injury.

(g) With regard to new hires for the position of Police Officer, the City Manager has the sole discretion to recognize up to no more than 24 months of service as a certified sworn police officer in another jurisdiction in establishing the starting salary. In no event shall the starting salary be above the 24 month rate for Police Officers. In any case where the City Manager elects to recognize prior service as described above, there will be no effect on the probationary period, on seniority, on layoff and recall, or on the determination of any benefits or seniority rights whatsoever.

(h) Compensatory Time. Police Officers are to submit time records when they work in excess of forty (40) hours per week. Effective 1/1/09, hours (in a minimum of half-hour increments) in excess of forty (40) hours per week will, at the option of the Officer, be paid, or credited to his compensatory bank, on a time and one-half basis. However, regardless of the amount of the overtime worked during the fiscal year, the maximum allowable time credited to the compensatory bank shall be one hundred and twenty (120) hours. The compensatory bank may be refilled during the year, but may at no time exceed one hundred and twenty (120) hours. Officers may carry forward hours in the compensatory bank through fiscal and calendar years.

An Officer must give at least 72 hours' prior notice of intended usage of comp time, and must receive prior approval in order to take comp time, unless waived in the discretion of the City. The Chief has full control over when and how comp time can be taken. Time off shall not be granted if it requires a replacement to be paid overtime. A serious illness in the Officer's immediate family may be reason for waiver.

Comp time leave may be taken in one (1) hour increments.

(i) Employees may cash out all or a portion of their comp-time at their current rate of pay twice per calendar year.

(j) Field Training Officers (FTO's) and Communications Training Officers (CTO's) shall be paid \$2.50 per hour for all regular and overtime hours worked while performing FTO/CTO duties with the trainee. FTO/CTO's shall *not* be compensated for any hours taken by the FTO/CTO or the trainee as vacation, sick, personal, or any other type of leave hours during the training period. Holiday hours shall *not* be compensated under the FTO/CTO program. The City will provide a detailed record to be made available to the FTO/CTO (s) within ten (10) days after the completion of the training period for their review. FTO/CTO pay will be paid bi-weekly in a regular bi-weekly payroll check.

(k) Signing Payment -- Within fifteen (15) business days of execution of this contract by both parties the City shall pay each member of the POAM employee group a lump sum payment equal to two percent (2%) of base wage for 1069 hours. This shall be a one-time payment.

26. **CALL-IN TIME, COURT TIME, AND EXTENDED SHIFT TIME**

Regular employees shall be paid one and one-half (1-1/2) times their regular hourly rate in the following instances:

(a) Call-In Time. For the time worked when called into work for emergency purposes. The employee shall be paid for a minimum of three hours.

(b) Court Time. For the actual time spent attending court proceedings a minimum of three hours shall be paid.

(1) The following exceptions shall apply and the employee is not entitled to court time when they occur:

i. If the court time is included within the shift which the employee is scheduled to work;

ii. If the court time is a direct extension of the shift which the employee is scheduled to work;

iii. If the time at which the employee is required to report to court is within three hours prior to the start of his regularly scheduled shift; in that case the officer shall start his shift early, attend the court proceeding and work through the regularly scheduled shift.

(2) If an employee is required to attend court proceedings during a period of time when the employee is on vacation, the employee shall not be charged with vacation time for the actual time spent attending such court proceedings (nor shall the employee be paid overtime pay). Any witness fees that are received for court appearances for hours that an employee is already being paid by the City, shall be turned in to the City.

(c) Extended Shift Time. For the time worked in excess of his/her scheduled hours in any one shift, provided the employee works the scheduled work week unless excused.

(d) There will be no duplication of overtime pay for the same hours worked.

(e) The department may schedule up to six (6) special departmental meetings per contract year and require attendance. Pay shall be at time and one-half, with a two hour minimum for those off duty. These meetings would require fifteen (15) days advance notice.

For employees scheduled off at the time of the meeting, the Police Chief will not unreasonably deny a requested excuse to miss the meeting.

(f) Any employee with one or more years seniority who is called to and reports for jury duty shall be paid by the City for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work and does not work, an amount equal to the difference between (i) the employee's regular straight time hourly rate for the number of hours that such employee otherwise would have been scheduled to work and (ii) the daily jury duty fee paid by the court (not including travel allowance or reimbursement of expenses). The City's obligation to pay an employee for performance of jury duty under this section is limited to a maximum of one hundred twenty (120) hours in any calendar year. In order to receive payment under this section, an employee must give the City prior notice that such employee has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

27. LONGEVITY PAY

(a) Regular employees who have completed the following full years of service with the City on the first day of the City's fiscal year shall be paid annual longevity pay as follows:

Patrol Officer

5 years	\$ 700
10 years	1400
15 years	2100
20 years	2800

Dispatcher

5 years	\$ 480
10 years	960
15 years	1440
20 years	1920

Ordinance Officer

5 years	\$ 560
10 years	1120
15 years	1680
20 years	2240

One-half of such longevity pay shall be paid on December 31 and one-half shall be paid on June 30. If the date on which an employee completes his fifth, tenth or fifteenth year of service occurs during the fiscal year, he shall be paid one-twelfth (1/12th) of the applicable longevity pay or increase in such for each full month he is employed by the City between such date and the end of the fiscal year. Any employee whose employment is terminated for any reason shall be paid one-twelfth (1/12th) of his annual longevity pay for each full month he has been employed by the City (not counting time off while on a leave of absence) since the beginning of the City's fiscal year during which his employment terminates.

(b) Longevity pay shall be pro-rated for each thirty calendar days an employee is off (other than on a duty-related illness or injury) on an unpaid status from the City.

(c) Employees hired after June 30, 2012 shall not be entitled to longevity pay.

**28. UNIFORM ALLOWANCE**

(a) Patrol Officers. All new patrol officers shall be given an initial uniform allowance of \$1,100.00 at the time they are hired. Regular patrol officers shall receive a uniform allowance of \$900.00 per year, except that such \$900.00 allowance shall not be paid to any patrol officer who has received the initial uniform allowance during the fiscal year. A regular patrol officer may carry over to the next fiscal year up to \$700.00 of his yearly uniform allowance. In the event that any portion of a patrol officer's uniform is damaged in effecting an arrest or responding to an emergency and the patrol officer is not reimbursed therefor by court

costs, when the damaged article is turned in, the City shall provide a replacement to the patrol officer.

(b) Dispatchers and Ordinance Officers. The City shall provide uniforms to all new dispatchers and a new ordinance officer at the time of hire. Regular dispatchers shall receive a uniform allowance of \$625.00 per year, and the ordinance officer shall receive a uniform allowance of \$725.00 per year, except that such allowances shall not be paid to any person who has received his initial uniforms during the fiscal year.

(c) The only items that shall be charged against uniform allowance are uniform items (excluding non-uniform items such as underwear, tee-shirts, white socks, etc.) and authorized equipment items.

(d) Shoulder Patches. The City shall provide shoulder patches.

(e) Any uniform items, equipment, and leather goods purchased within an employee's last twelve (12) months of employment and purchased with an employee's uniform allowance shall be returned to the City upon termination of employment. The purchase price of any items not returned to City shall be deducted from the employee's final check. This shall not apply to employees who retire in good standing from the department after at least ten (10) years of service.

(f) The cost to replace any lost or stolen badges will be deducted from an employee's uniform allowance, except if lost or stolen in the line of duty.

(g) Employees who exceed their uniform allowance shall rectify the situation within ten (10) calendar days of notification of the overage. A payroll deduction in the amount of the overage shall be an option of the City to collect the amount due after an additional ten (10) days.

(h) A patrol officer and ordinance officer shall wear a vest while performing road patrol or customary ordinance officer duties. A vest shall be provided without cost to the officer. A vest shall be replaced following its life expectancy.

**29. HOSPITALIZATION INSURANCE**

If any change in Federal or State law regarding hospitalization benefit is enacted, which the City must either follow as a statutory obligation or by meeting the requirements of the law would benefit the City in any way, the City shall have the right to incorporate into this contract the benefit directed by the Federal or State law.

A. The City shall provide, after thirty (30) days employment, for each regular employee and his family: Simply Blue 3000 PPO HSA Plan, or insurance benefits under a policy substantially comparable to those provided under said plan.

The parties agree to establish a health savings account for each eligible employee. Subject to the limits of Internal Revenue Code Section 223, the City will contribute to a health savings account on behalf of each employee the amounts set forth below:

Single Coverage	Family Coverage
January 1, 2016: \$2,250.00	January 1, 2016: \$4,500.00
January 1, 2017: \$2,250.00	January 1, 2017: \$4,500.00
January 1, 2018: \$2,100.00	January 1, 2018: \$4,200.00
January 1, 2019: \$2,100.00	January 1, 2019: \$4,200.00

At the time of hire, each employee, after thirty (30) days of employment as a regular employee, shall receive a pro-rated contribution to his HSA account for the 31<sup>st</sup> day of employment through upcoming December 31<sup>st</sup>.

Should an employee be killed in the line of duty, (i.e., an on-the-job injury), the City shall maintain hospitalization coverage for his widow for a maximum period of five (5) years, and for his children for a maximum period until each may reach age 18.

An employee who is otherwise covered by medical insurance, such as through a spouse's policy, may opt-out of City coverage and receive a monthly payment from the City of \$500 per month.

In order to opt-out of coverage under the City's hospitalization plan, an employee must do so in writing on a form provided by the City, and must provide the City Manager with acceptable proof that the employee and eligible dependents, if any, are covered by other insurance. Employees who opt-out of the City's hospitalization plan will be paid on or before December 31<sup>st</sup> and June 30<sup>th</sup> or upon termination of employment for the proceeding months on a pro-rata basis. Employees who lose their coverage may be added back to the City's hospitalization plan coverage, subject to all plan rules.

(c) Retiree Medical Insurance

i. Eligibility. To be eligible, an individual must be hired before November 1, 2011 and qualify under the following conditions:

1. Have at least ten (10) years of continuous service in a full-time position with the City of Rochester, and

2. Receive a defined benefit pension benefit through the City. A retiree receiving a pension benefit reduced because of early retirement shall still be eligible based upon the number of years of continuous full-time service with the City; or

3. Receive a City Retirement System Disability Pension (i.e., for a permanent and total disability as a result of injury or illness).

ii. Formula for Calculating the Benefit

1. The formula for paying for the coverage for retiree hospitalization by the City of Rochester shall be based upon the following formula:

(I)  $2.5\% \times$  qualified years of service  $\times$  premium costs of a one (1) person family for persons whose employment termination date is between April 1, 1996 and December 31, 1997.

(II)  $4.0\% \times$  qualified years of service  $\times$  premium costs of a one (1) person family for persons whose employment termination date between January 1, 1998 and June 30, 2000.

(III)  $4.0\% \times$  qualified years of service  $\times$  premium cost of employee plus current spouse at time of retirement for employees whose employment termination date is July 1, 2000 or thereafter.

2. The maximum cost the City shall pay for retiree health care coverage for any eligible retiree and his/her spouse, and/or dependants, if applicable, is 185% of the cost the City is paying for the employee's retiree health care coverage as of the first day of the employee's retirement.

iii. Exclusions for Coverage

1. An employee shall not be eligible for the retiree hospitalization if said employee was in a position that was not provided hospitalization insurance coverage as part of his/her regular benefit program.

2. Additional years of service purchased from other communities or the military for pension purposes shall not be eligible. Only the years of full-time continuous employment with the City of Rochester shall be used in the formula.

iv. Disclaimer

1. Financial participation by the City of Rochester shall be the percentage of the health insurance premium of the retiree (and spouse and/or dependants if applicable). Payment of the remaining percentage of the premium shall be the responsibility of the retiree. Said payment by the retiree must be made by the 1st of each month and should the retiree fail to make timely payment, the coverage will be discontinued and the retiree will NOT have the opportunity to reapply for participation.

2. If the retiree voluntarily drops out of this program at any time, or is dropped from the program pursuant to paragraph IV-1, said retiree shall not be eligible to re-enroll in the program.

3. At such time that the retiree covered by this program dies, the spouse shall have the opportunity to continue coverage, but will be responsible for paying the full or pro rata cost on a monthly basis, and should the spouse fail to make timely payment, that individual would be dropped from the program. This paragraph 3 shall not apply to persons who retire on and after July 1, 2000.

4. This retiree program incorporates the actual insurance policy as though fully set forth herein. Further, the continuation of this program is dependent upon the willingness of the insurance company to agree to provide this benefit to the retirees.

5. Employees eligible to participate in this program shall have the opportunity to enroll in this program once. Once enrolled, failure to continue for whatever the

reason shall disqualify the employee for future eligibility. At such time that the employee begins to receive the MERS pension, he/she shall notify the City.

6. Active employees who qualify for a retiree health insurance plan as described in the above section shall contribute \$300.00 annually, \$25.00 for each month of credited service, to a "other post employment benefit" (OPEB) fund for the restricted use of funding future retiree health insurance costs. This contribution is non-refundable, regardless of vesting period.

7. Upon eligibility, retirees and their spouses are required to enroll in Medicare Parts A, & B. The City shall enroll eligible retirees and their spouses into a Medicare Advantage Plan or insurance benefits under a policy substantially comparable to those provided under said plan. Medicare benefits will coordinated with the retiree's medical coverage and any Medicare costs are the responsibility of the retiree. During any period when either the retiree or their spouse is eligible and enrolled in Medicare and the opposite retiree or spouse is not yet eligible to enroll in Medicare, the opposite retiree or spouse shall remain on the applicable retiree health insurance plan until such time they are eligible to enroll in Medicare.

8. The Union has recognized the City's right to change the entity or entities that administer any retiree health care benefit. This includes the recognized right of the City to select and/or to change the administrator of any such benefit, or to administer such benefit through its Retirement Board, if one is created. The benefits shall be as set forth in this Agreement.

#### C. Retirement Health Savings Plan

For those employees hired on or after November 1, 2011, the City shall make available a Retirement Health Savings Plan as the sole coverage for retiree health care and prescription coverage. The City will contribute to such plan during the period of time in which the employee is in full time service to the City. The City will contribute \$1,200.00 annually; \$100.00 for each month of credited service. Employees shall contribute \$600.00 annually; \$50.00 for each month of credited service. Employees may make voluntary contributions to the account in accordance with the Plan. The City's portion of the contributions to this plan shall vest at 50% at five years, 10% per year thereafter with 100% vesting at ten years of full time service. The City shall have the right to select and to change the administrator of this plan, or to administer this plan through its Retirement Board, if one is created.

**30. LIFE AND DENTAL/OPTICAL INSURANCE**

(a) Each regular full-time employee shall be covered with \$75,000 term life insurance pursuant a policy purchased by the City. Said insurance shall contain a double indemnity provision for accidental death.

(b) Vision and Dental Benefit

1. Employees may choose from two dental/vision benefits, (Benefit 1) or (Benefit 2). The election of benefit must be made at contract signing. Employees may switch their dental/vision benefit during the term of the contract, with the authorization of the City Manager and in compliance with any terms or conditions associated with the benefit plans. Any employee hired after November 1, 2011 shall receive dental/vision benefits as described in (Benefit 2).

(Benefit 1) The vision benefit will be the current Eye Med plan or insurance benefits which are substantially comparable. The dental benefit will be a Co-Pay Dental

Plan, with benefits which are substantially comparable to the following: (i) 75/25 for Class I Benefits to include Diagnostic and preventive services; (ii) 75/25 for Class II Benefits to include Oral Surgery and Minor Restorative Services; (iii) 50/50 for Class III Benefits to include Major Restorative Services and Prosthodontics; and (iv) 50/50 Class IV Benefits to include Orthodontics (to age 19).

(Benefit 2) The dental/vision benefit shall be a contribution into each employee's health savings account that may be used for dental/optical services. On July 1, of each year of the contract term the City shall contribute:

Single Coverage	Family Coverage
\$1,000.00	\$1,500.00

Or the maximum contribution amount allowed under the IRS rules to a health savings account, when the contribution amount included in Section 29 is combined with the amount in Section 30, whichever is less.

For new hires, after thirty (30) days of employment as a regular employee, the employee shall receive a pro-rated contribution to their H.S.A account for the 31<sup>st</sup> day of employment through upcoming June 30<sup>th</sup>.

2. Upon written request to the City on or before June 1<sup>st</sup> an employee may elect to receive payment of \$1,000 in lieu of the dental/optical benefit if the employee also qualifies and opts-out of medical insurance.

### 31. RETIREMENT BENEFITS

If any change in Federal or State law regarding retirement benefits is enacted, which the City must either follow as a statutory obligation or by meeting the requirements of the law would

benefit the City in any way, the City shall have the right to incorporate into this contract the benefit directed by the Federal or State law.

1. Eligibility. To be eligible for a defined benefit pension, an individual must be hired before July 1, 2013 and qualify under the following conditions:

(a) Subject to (f) below, each full-time patrol officer who qualified thereunder shall receive those pension benefits to which they are entitled under Plan B-4 (Any reference to "Plan B-4" is for the convenience of the parties and is not any indication that the City is required to remain in the MERS of Michigan system. Should the City leave the MERS system, the benefits shall remain as provided by the MERS "Plan B-4" on the date that the City leaves the MERS system) with a 5% employee contribution..

(b) Subject to (f) below, each full-time ordinance officer and dispatcher who qualifies thereunder shall receive those pension benefits to which they are entitled under Plan B-3 (Any reference to "Plan B-3" is for the convenience of the parties and is not any indication that the City is required to remain in the MERS of Michigan system. Should the City leave the MERS system, the benefits shall remain as provided by the MERS "Plan B-3" on the date that the City leaves the MERS system) with a 5% employee contribution.

(c) Subject to (f) below, each eligible employee shall be covered by the F-50 Program (Any reference to "Plan F-50" is for the convenience of the parties and is not any indication that the City is required to remain in the MERS of Michigan system. Should the City leave the MERS system, the benefits shall remain as provided by the MERS "Plan F-50" on the date that the City leaves the MERS system) with a required period of credited service of twenty-five (25) years.

(d) All regular full-time employees shall be eligible to participate in the ICMA Deferred Compensation Program. The terms and conditions of said program are incorporated herein by reference, and are controlling. Any dispute regarding the Program is a dispute not subject to the grievance and arbitration procedure.

(e) Subject to (f) below, each employee may purchase, through the City's Retirement System, service credit in accordance with the the Michigan Municipal Employees' Retirement System benefit description Retirement System requirements and regulations. The entire cost of any such purchase shall be the full responsibility of the employee. There shall be no cost to the City.

(f) Retirement Administrator. The City shall have the right to change the entity or entities that administer the defined benefit retirement plan as set forth above. The City shall also have ther right to directly administer the defined benefit plan. Specifically, the City is not obligated to retain MERS, or any other entity, as the administer of the plan. The City shall also have the right to establish a Retirement Board which may exercise all powers allowed by law, and may administer any or all aspects of the defined benefit retirement plan, including the ability to make investment decisions, to determine actuarial or other assumptions and to determine any other matters effecting the plan.

If the City leaves the MERS system, employees shall be entitled to the benefit levels set forth above as defined by MERS on the day that the City leaves the MERS system. Employees shall contribute to make contributions as set forth above.

(g) Those employees hired on or after July 1, 2013, shall not receive a defined benefit pension, but rather in a defined contribution benefit. The City's contribution to a defined contribution plan will be eight percent (8%), and the City will match 25% of the first 5% of an

employee's contribution. So stated, the maximum City contribution per employee per contract year would be 9.25%. The City shall have the right to select and to change the administrator of this plan, or to administer this plan through its Retirement Board, if one is created.

32. **FALSE ARREST INSURANCE**

The City shall pay the premiums for false arrest and punitive damage insurance.

33. **APPOINTMENT TO SPECIAL ASSIGNMENT POSITIONS WITHIN THE BARGAINING UNIT**

(a) There are special assignment positions within the bargaining unit that patrol officers may be assigned. These include the positions of School Liaison Officer, NET Officer and Investigator. The appointment of these positions shall be made by the Chief of Police after a competitive process. The Chief may consider a Patrol Officer's law enforcement experience, education, performance evaluations and other pertinent information related to the special assignment position. The selection process shall include an interview process which will include the Chief, and at the discretion of the Chief any appropriate internal personal and/or outside agencies. Patrol Officers who are at the "After 48 Months" pay rate shall be given first consideration for special assignment positions. In the event that there are no eligible applications for a special assignment position from Patrol Officers who are at the "After 48 Months" pay rate, then Patrol Officers at the other pay rate designations may be considered for appointment.

(b) There are other certain duty designations including Evidence Technician, Firearms, Honor Guard, Field Training, Motorcycle and other other similar designations that shall follow a process which provides employees notice and opportunity to participate in the selection of duty designations.

34. **PROMOTIONS**

Section 1. All promotions shall be posted for a period of ten (10) calendar days, and all eligible applicants shall have the opportunity to apply to be considered for a promotion.

Section 2. To be eligible for promotion, a patrol officer must have been employed by the City for more than one (1) year at the time of posting.

Section 3. For promotion to the position of Sergeant, the following procedure shall apply:

(a) Written Test. The written test shall be designed and administered by the Michigan Municipal League or other testing agency selected by and in cooperation with the City. An applicant's percentage score shall be derived by dividing the number of correct answers (less any penalty for incorrect responses) by the number of questions asked. This percentage score shall then be divided by two, resulting in a number of points awarded.

(b) Oral Board. Each applicant is eligible to appear before the Oral Board, whose members shall be appointed by the Chief of Police. If the members chosen for appointment by the Chief of Police are contested by the Union, members shall be chosen through the testing agency which administers the written test, EMPCO. The maximum number of points which can be graded is one (100) hundred. An applicant's graded score shall then be divided by two, resulting in a number of points awarded.

(c) Score. An applicant's total score shall be computed by adding together the written points awarded and the oral board points awarded.

(d) Rule of Three. If at least three (3) eligible employees complete the testing process, all applicants will be rank-ordered in terms of total points awarded. If three applicants do, in fact, complete the examination, the City Manager shall choose one of the top three persons to fill

the position, recognizing that a one year orientation period exists and further recognizing that at any time during said one year period the City Manager may remove said successful applicant from the promotional position and return said applicant to the bargaining unit position.

Should the City Manager's first choice refuse the promotion, then, assuming at least three additional names are still on the list, the City Manager must offer the position to anyone still on the list. If the second choice refuses the promotion, the City Manager can either (1) fill the vacancy with someone from outside the Department, or (2) offer the promotion to anyone still on the list.

Should the City Manager's first choice refuse the promotion, and less than three additional names remain on the list, the City Manager can either (1) fill the vacancy with someone from outside the Department, or (2) offer the promotion to anyone still on the list.

Any given promotional examination resulting in a rank ordering of candidates shall remain valid for a period of one year. However, the City Manager reserves the right to schedule further testing within the above described one year period should fewer than four (4) employees have completed the original process. An employee shall be permitted, with the consent of the testing agency, to view his own written test paper assuming appropriate written request for same.

**35. CONTRACTING AND SUBCONTRACTING OF CITY WORK**

The City may contract out its work as it considers such to be necessary, provided that no employee shall be laid off as a result of contracting out work. The City will notify the Union and provide a reasonable opportunity (ten days) for discussion of the matter if possible.

**36. GENERAL**

(a) If employees covered by this Agreement are authorized to attend training sessions or other seminars, said employees shall receive regular, straight-time pay. For such hours spent

above scheduled hours worked in a given workweek, employees shall be paid time and one-half. For purposes of this subsection, "hours worked" includes all time compensated, such as sick, vacation, and personal time. The City shall pay regular, straight-time pay for the time spent in travel to and from the sessions and the City. If a personal vehicle is utilized to attend the sessions, the City agrees to reimburse the employee at the standard mileage rate as set by the IRS for all miles to and from the location of the training session. A reasonable effort shall be made to provide City transportation. Training sessions lasting less than eight (8) hours (including reasonable travel time) will require that the employee report to a supervisor for possible assignment to duty for the remainder of his normal work shift.

(b) Neither the City nor the Union shall discriminate against any employee on any basis made illegal by applicable law.

All claims, charges, or complaints of unlawful discrimination must first be raised and resolved, if at all, through the grievance/arbitration procedure. Only if discrimination is thereby found by an arbitrator may an employee then file suit or take administrative or other recourse. If discrimination is not found by the arbitrator, the employee waives any other recourse.

(c) The current practice of trading work days shall be continued for the duration of this Agreement. However, shift trades will only be approved if the trade does not result in more than 50% of the scheduled bargaining unit employees working sixteen (16) hours by schedule. Further, the Chief of Police may deny a shift trade if the shift trade is determined to be a burden to the operational needs of the department.

(i) The City shall not swing any shift(s) on less than five (5) calendar days' notice without first seeking other employees, pursuant to the applicable overtime procedure, to work. It

is understood and agreed that the City has no obligation to require any sought employee to work before swinging shift(s).

(ii) Twelve Hour Shifts. Current guidelines for the operation of 12 hour shifts shall remain in effect, provided, however, that the City retains the exclusive right to modify said guidelines and/or terminate 12 hour shifts upon six (6) month written notice to the Union.

(d) Overtime. The City reserves the right to require overtime, both scheduled and as an extension of the employee's shift. As to scheduled overtime and where otherwise reasonable, the following procedure shall be utilized in securing personnel. (Note: "Off" day is determined by normal scheduling, irrespective of overtime already scheduled or shift trades):

(i) Patrol Officers: The City will offer overtime in the following manner:

- (1) To the officers that are off for that shift by seniority. Then
- (2) To the officers that are off on other shifts by seniority. Then,
- (3) To the remaining officers by seniority. Then,
- (4) To the school liaison officers by seniority.
- (5) There is an exception to steps (1) through (4) for day weekend shifts. For these shifts, detectives and school liaison officers will be offered overtime by seniority after step (1) and before step (2).

For the purposes of determining shift for Special Events, the shift which includes a majority of the hours of the Special Event shall be considered the shift of the Special Event.

The City may order the junior officer that is working on the preceding shift. The order will be cancelled if another employee agrees to work the overtime. After following this

procedure, should it not result in the immediate filling of the City's need(s), the City expressly reserves the right to order any employee to work, and/or have supervisors perform unit work.

- (ii) Dispatchers. The City will offer overtime in the following manner.
  - (1) To the dispatcher that is off on that shift by seniority. Then
  - (2) To the dispatcher that is off on another shift by seniority. Then
  - (3) To dispatchers working by seniority. Then
  - (4) To be split by the person assigned to dispatch on the previous shift, as well as the person assigned to dispatch on the following shift. Then
  - (5) To the ordinance offer. Then
  - (6) To patrol officers according to (i) above.

The City may order the dispatcher who is off that day. If it is necessary to order a dispatcher to work when more than one (1) is off, ordering shall be to the dispatcher who is off on the day and shift being filled. The order will be cancelled if another employee agrees to work the overtime.

After following this procedure, should it not result in the immediate filling of the City's need(s), the City expressly reserves the right to order any employee to work, and/or have supervisors perform unit work.

(iii) Should a bargaining unit employee error in following a call-in procedure, the by-passed employee(s) cannot grieve any thereby-created issue.

(iv) Should an employee agree to work overtime, then call in sick, the employee (1) must speak with a supervisor (as long as a supervisor is available), and (2) an "occurrence" will be charged absent the presentation of a doctor's slip.

(e) The City shall offer its Educational Assistance Program to the employees. The dollar amount for credit courses shall be \$1,000.00 per fiscal year.

(f) All insurance coverages are provided pursuant to the terms and conditions of the respective policies. Additionally, any dispute as to insurance coverage or benefit is solely between the employee and the insurance carrier, and is not subject to the grievance procedures.

(g) A maximum of three (3) days per contract year may be used by the Chief Steward and/or alternate steward to attend Union conventions, seminars, or schools. If such days are taken with pay, they shall be chargeable to the employee's vacation or personal leave day account. For purposes of this section only, two (2) employees may be permitted to attend at the same time.

(h) Maternity leave shall be treated as any other non-duty related illness or disability as per Article 19.

(i) The City shall limit the dollar value it will reimburse an employee for the repair or the replacement of items damaged in the course of employment according to the following schedule. No other items will be considered for reimbursement, such as contact lenses, jewelry and rings.

Wrist watches: \$30

Prescription Glasses: \$100

(j) If a patrol officer or ordinance officer loses his drivers license for up to ninety (90) calendar days, he shall be placed on leave and must use his accrued vacation hours, and personal hours, during this period. Once he has exhausted said hours, he is on an unpaid status and must pay for his insurance benefits. If said officer loses his license for more than ninety (90)

calendar days, he is subject to discipline up to and including discharge, notwithstanding the provisions of Section 10 of this Agreement.

The foregoing does not apply to loss of license for a documented medical reason.

(k) Every sworn member of the Rochester Police Department authorized by the Chief of Police to carry or use a firearm must remain proficient in the use of his or her assigned firearm(s). Such personnel shall attend firearms training a minimum of once each quarter, (January through March, and April through June, July through September, and October through December). One annual qualification shall be scheduled for each weapon system, currently the Glock 22 .40 caliber pistol, Glock 27 .40 caliber pistol, Remington 870 12ga. Shotgun and Colt Ar-15/M-4 .223 caliber rifle. . Personnel who choose to carry or use a personally owned rifle shall have the rifle inspected by a Department armorer and must qualify with the rifle before carry or use on duty, with the approval of the Chief of Police. Qualification must be achieved by October 1. Pistol qualifications shall conform to the standards set by the Michigan Commission on Law Enforcement Standards (MCOLES). Shotgun and rifle qualifications shall follow the Rochester Police Department qualification courses. Lesson plans and training for each quarter shall be developed and carried out by the Department's current firearms instructors, with the approval of the Chief of Police.

(l) Every patrol officer hired after 1986 must maintain a breathalyser certification.

(m) Should, during the course of this Agreement, there be enacted legislation affording or requiring medical insurance on a federal or national level, and should the City or the unit employees be affected, directly or indirectly, by said legislation, then, at the request for either party, the parties shall negotiate regarding said subject.

(n) Should the City elect to hire regular part-time unit employees, the parties shall negotiate concerning all mandatory issues thereby raised.

(o) All employees in the bargaining unit must provide a telephone number and/or an e-mail address which will enable the department to contact the employee. The telephone number or e-mail address shall remain in service at all times. Failure by an employee to comply may result in disciplinary action.

(p) In this Agreement, the parties have agreed on a trial basis (*see*, Letter of Understanding), to certain patrol shifts in excess of eight (8) hours.

As to all benefits and matters contained in this Agreement, a patrol officer working a scheduled shift of more than eight (8) hours shall not be advantaged, nor disadvantaged, thereby.

Further, it is not the intention of the parties that the City shall suffer any adverse consequence, whether economic or non-economic, for having agreed to certain patrol officer shifts of more than eight (8) hours.

(q) Effective 1/1/09, compensation will be delivered to employees only by direct deposit to a financial institution of the employee's choosing.

**37. BARGAINING DURING THE TERM OF THIS AGREEMENT**

It is hereby acknowledged that during the negotiations which resulted in this Agreement, each party had unlimited rights to make demands and proposals with respect to any subject or any matter not removed by ordinance, charter or law from the area of collective bargaining. This contract constitutes the entire agreement between the parties, and during the life hereof, both the Union and the City waive the right to bargain collectively with each other with reference to any other subject, matter, issue or thing, whether specifically covered herein or wholly omitted

herefrom and irrespective of whether said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

**38. SAVING CLAUSE**

If any provision of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby. The parties shall negotiate concerning any provision held invalid.

**39. EMERGENCY MANAGER**

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act shall have the authority to reject, modify or terminate the collective bargaining agreement as provided in said Act. The inclusion of this provision in this Agreement is required under Section 15(7) of the Public Employment Relations Act and was not negotiated by the parties.

Inclusion of the language under section 15 (7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

40. DURATION

This Agreement shall remain in full force and effect from January 1, 2015 until March 31, 2019, and thereafter for successive periods of one year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement (on the expiration date) in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

MEMORANDUMS OF UNDERSTANDING

Both parties agree to review all existing memorandums of understanding during the term of this contract, and insert where appropriate into collective bargaining agreement and delete where no long applicable based upon joint Employer and Union review.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

For the Union:

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

 08/07/2015

 08/07/2015

For the City:

CITY OF ROCHESTER



  
Clerk

7-13-15  
6-8-15

**LETTER OF UNDERSTANDING**

We have agreed to set forth seven (7) agreements in this side letter, as follows:

1. For the purposes of Article 21, Section (c), net income is predicated upon the number of federal and state tax exemptions claimed on the employee's W-4 certificate as of the date of the occurrence of the disability.

2. Should an employee elect to continue health and/or dental insurance coverage on behalf of a child for whom additional premiums are required, the employee shall bear said additional cost.

3. In connection with contractual provision §36(d)(iii), should the Union perceive any abuse in failure to properly follow a call-in procedure, the Union may request a Special Meeting as set forth in Section 11 of the contract.

4. An employee who agrees to work in place of a previously-scheduled employee thereby accepts all responsibilities attendant thereto. Should said employee call in sick, it shall be treated consistent with the sick leave policy, i.e., it shall be recorded as an "occurrence" unless a doctor's slip is provided. Further, the responsible employee's sick leave bank shall be appropriately charged.

5. That the City has withdrawn without prejudice its proposals regarding loss of seniority concerning the City's insurance carrier refusing vehicle insurance coverage for the employee or the City, or said insurance carrier causing the City premium to be raised to a higher risk classification, as a result of an employee's driving record. It is agreed that the City may still take action in such circumstances, subject to the employee's right to grieve, and that the City's withdrawal of its specific proposal is without prejudice to its right to so act.

6. That an employee who disclaims interest in obtaining a promotion prior to the commencement of the testing process shall be permitted to participate in the testing process but shall not be rank-ordered and shall not be eligible for selection.

7. For the Investigator position, if current (i.e., as of June, 2000) court scheduling continues, requests for, and the taking of, both personal and vacation leave will be handled with flexibility as to hours taken and advance notice.

The parties further agree that this Letter of Understanding is admissible in any legal proceeding, grievance arbitration, and Act 312 arbitration.

SO AGREED:

POAM

CITY OF ROCHESTER

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

### Police - School Liaison Program

It is mutually agreed between the City, the P.O.A.M. and the undersigned Police Officers that this Memorandum of Understanding is being executed to enable the City of Rochester to participate in the Police-School Liaison Program. Because of the financial constraints on this program, it is necessary to highlight certain conditions which will exist if an employee from the City of Rochester is selected by the City to serve in this program. The City reserves the right to remove an officer from this assignment in its sole discretion. The following terms and conditions of the assignment are listed to insure a smooth operation in the program.

#### Overtime.

As reflected in the announcement for this assignment, the successful applicant(s) shall have a standard work assignment Monday through Friday. The usual starting time will not be prior to 6:30 a.m., and the usual quitting time will not be after 4:30 p.m. Although there will be evening meetings, there shall be no overtime pay associated with this assignment. Therefore, it is agreed that the employee shall be required to take time off (compensatory time off) in lieu of overtime pay. The officer selected for this assignment shall be required to schedule the time off in lieu of overtime within the ten month period of the program (i.e. between September and June of each year). Should the officer fail to schedule the comp time off prior to the conclusion of the program, the accumulated, but unused compensatory hours, shall be lost.

#### Work Schedule - Vacation - Other Time Off.

The City's recognized holidays as contained in the Collective Bargaining Agreement shall be provided to this employee. All other requests for time off shall be scheduled through the Police Command Officers as presently required. This will include call-in notification for sick time, as well as the appropriate request for vacation, personal time, or comp time as may be earned as reflected in the above paragraph.

On days in which the schools are closed, which are not recognized as a holiday for the City, the employee shall be required to report to the Rochester Police Department for appropriate scheduling unless he notifies and receives approval from the Command Officer that he will work in the Board office on reports, programming, etc. The officer may choose to use certain accrued vacation, personal or comp time, so as to coordinate his time off with periods during which the schools are closed (i.e. Christmas break, Easter break, etc.)

During the two month period in which the School Liaison Program is inactive (July and August) the officer shall be assigned by the Police Command Officers on the schedule where the greatest need arises.

#### Layoffs.

The following language is contained in Section 14 of the existing Collective Bargaining Agreement:

“Layoff” means a reduction in the working force due to a decrease in work or other legitimate reasons. In all cases of layoffs, the principle of straight seniority within the group affected shall be observed and seniority shall govern. The City will, whenever possible, give at least three (3) days notice prior to layoff to the employees affected together with a list of the names of such employees to the Union.

As a condition of participating in this program, the City will be receiving reimbursement from the Police-School Liaison Committee so that the City can employ a Police Officer to replace the individual assigned in this program. The Union herein acknowledges that should the City, in its sole discretion, cease to participate in the program, the officer(s) assigned to the program shall immediately be rescheduled into the regular police function. A layoff will immediately result to the lowest seniority Police Officer(s). By agreeing herewith, the City and the Union acknowledge that should the City’s participation in this program cease, for any reason, a layoff(s) will occur as provided in Section 14 of the existing Collective Bargaining Agreement.

For the Union:

For the City:

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF ROCHESTER

By: \_\_\_\_\_  
Kevin Loftis

By: \_\_\_\_\_  
Kenneth A. Johnson

By: \_\_\_\_\_  
Keith Harper

By: \_\_\_\_\_  
Mark VanPoppelen

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## LETTER OF UNDERSTANDING

### PERMANENT SHIFTS

Employees shall select permanent shifts, by seniority, in six-month intervals.

The City Manager reserves the right to separate unit employees from working the same shift due to significant legitimate reason(s), including, but not limited to, personality conflicts, wrongful conduct, or safety. Union input regarding the effects of any such City Manager action will be considered at a special conference.

Any grievance protesting the City Manager's action shall be presented initially at Step 4.

Shift selection shall occur in January for the period April through September, and in July for the period October through March.

### FOR PATROL OFFICERS

A blank schedule shall be posted including "off" days from which officers shall be permitted to select shifts according to seniority. Every officer shall be contacted according to seniority order and shall execute his/her pick at that time.

Once selected, a shift shall not be changed until the next selection period. The practice of trading work days shall be continued. However, trading of work days shall not be utilized to circumvent the requirement to work the permanent shift as selected.

The practice concerning scheduling of the school liaison officers and investigator shall remain unchanged.

Employees with less than six months' employment shall be scheduled by the employer.

In the event of an actual or anticipated vacancy of 30 days or longer, the Employer may assign the least senior employee from the shift to be altered.

### FOR DISPATCHERS

Shifts for dispatchers shall be defined as set forth in the attached.

Shifts for dispatchers shall be selected in the same manner as for patrol officers.

For the Union:

For the City:

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF ROCHESTER

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

LETTER OF UNDERSTANDING

POLICE HONOR GUARD

It is mutually agreed between the City and the POAM that the City will lend its full support to establish an Honor Guard within the Police Department.

- A. The City will pay fifty (50%) percent of the cost of honor guard uniforms for four (4) to six (6) officers.
- B. The remaining fifty (50%) percent will be paid by the individual officers. Officers may use their uniform allowance for this purpose.
- C. Officers shall pay for any replacement uniforms needed due to damage or size change.
- D. Should an officer leave the Honor Guard, all equipment remains the property of the Honor Guard program and may be used by another officer who joins the program.
- E. The City will purchase three (3) new flags (U.S., State, and City of Rochester), poles and leather flagpole carriers.
- F. The City will make a reasonable effort to supply a fully-marked patrol vehicle and the gas for transportation to specific events. Permission of the City is required for any event.
- G. All Honor Guard activities shall be on the employees' own time. On-duty personnel must take leave time or arrange for a peer to work for them on a "trade" basis.

X \_\_\_\_\_  
For the City

Date: \_\_\_\_\_

X \_\_\_\_\_  
For the P.O.A.M.

Date: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

### HOSPITALIZATION COVERAGE FOR RETIREES – POLICE UNION

On October 12, 2004, David Zemens and Dennis Markham on behalf of the Police Union and Carl Renius and Kenneth A. Johnson on behalf of the City met to clarify how the recently approved change in the Collective Bargaining Agreement to provide hospitalization coverage for retirees would be administered. The newly added language to the contract is found on page 30, paragraph 6, which reads as follows:

“As herein defined, “retiree medical insurance” means that medical insurance program applicable to the active unit employees as of the date the retiree commences receiving pension benefits.”

The parties agreed that this language is clear when it relates to an employee that retires and immediately begins receiving pension benefits from the Michigan Employees Retirement System (MERS). A specific example discussed was Patrol Officer Mark Woliung who is now eligible based on both age and years of service to receive a pension. If he were to retire anytime between the date this contract is signed and June 1, 2005, his medical coverage would be frozen at the existing coverage, which would include the co-pay for Prescription Drug Rider at \$10 whether it were generic or brand name. If he were to retire after July 1, 2006, but prior to June 30, 2007, his medical coverage would be frozen with the Prescription Drug Rider co-pay at \$10 generic and \$20 brand name.

There was also discussion regarding the formula for calculating the benefits on page 29, II(c) which reads as follows:

“4.0% x qualified years of service x premium cost of employee plus current spouse at time of retirement for employees whose employment termination is July 1, 2000 or thereafter.”

The discussion here centered on the definition of “current spouse at time of retirement.” It was agreed between the parties that in the examples provided above, the spouse would continue to be covered into the future including after the period when the retiree dies. If the spouse dies before the retiree dies or there is a divorce, if the retiree remarries, the new spouse would not be covered. Furthermore, the parties agreed that if the employee at the time of retirement and the immediate receipt of pension benefits from MERS is single, if said retiree were to marry at a later date, the City would not pay for the coverage of the spouse.

#### Deferred Pension

A separate discussion was necessary to outline how the program will be administered for a “deferred pension.” This would be the case where an employee has ten (10) or more years of service and, therefore, is able to vest their pension. If that employee leaves employment but vests their pension, they are eligible at such time as they meet the age requirement to actually begin drawing a pension from the MERS system. The parties agreed that the retiree hospitalization coverage would be the coverage that is being provided by the City at the time that the former employee actually starts to draw on their pension from MERS. The example used was Officer Paul Kahrs, who is currently age 41 with ten (10) years of service. If he were to leave employment, he could vest his ten (10) years. He would be eligible for a pension at age 60. When he reached age 60 in nineteen years, the year would be 2023. He would be eligible to receive the hospitalization coverage, if any, and subject to meeting Blue Cross/Blue Shield of Michigan retiree segment eligibility criteria in effect in 2023.

There was also discussion on the reference of "current spouse" from page 29 II(c). The parties agreed that if the employee was married and vested in the MERS Pension System at the time of leaving the City, the spouse at the time the former employee begins to draw the retirement pension would be covered whether or not it was the same spouse at the time he/she left employment. Based upon the above example, if the employee were married and was then either divorced or widowed, if he was remarried at the time he began drawing a pension in 2023, the spouse would be covered. If after starting the pension and being covered with retiree hospitalization, the spouse died or a divorce occurred, if the retiree remarried, the new spouse would not be covered.

It was further agreed, notwithstanding the language in paragraph II(c) if the employee was single at the time he/she left employment after being vested in the MERS System, he/she would be considered as "single status" and if he/she married in the intervening time, at the time the person began drawing the retirement pension, the spouse would not be covered. The logic in this situation is that if the employee left the City in a single status, that would be the basis for the retiree hospitalization coverage based on the deferred pension.

For the City

For the Union

Kenneth Johnson

David Zemens

Date: 10/29/04

Date: 10/29/04

MEMORANDUM OF UNDERSTANDING

MILEAGE REIMBURSEMENT POLICY

If a personal vehicle is utilized to attend a training session, the City agrees to reimburse the employee at the contractual rate per mile as described in the following circumstances:

A. When a training session occurs on a day when the employee is not scheduled for work and at a time that is not contiguous with the employee's regular shift, mileage will be reimbursed for travel from the employee's home to the location of training and from the location of training to the employee's home.

B. When a training session occurs on a day when the employee is scheduled for work but the session overlaps the employee's regular shift, mileage will be reimbursed for travel from the employee's home to the location of training and from the location of training to City Hall when the training session occurs prior to the start of the employee's regular shift. Mileage will be reimbursed for travel from City Hall to the location of training and from the location of training to the employee's home when the training session occurs during the latter half of and extends beyond the employee's regular shift.

C. When a training session occurs during the employee's regular shift, mileage will be reimbursed for the difference in travel between the employee's home and the location of training and the employee's home to City Hall. This amount is doubled and is not to be less than zero.

If an employee chooses to utilize leave time in lieu of returning to work and completing his/her regular shift, mileage will be reimbursed for travel from the location of training to City Hall or for travel from the location of training to the employee's home, whichever is less.

For each circumstance, an internet-based directional service (such as Mapquest or similar) will be used to calculate mileage prior to the employee traveling to and from the location of training. Upon completion of each training session, employees are required to submit mileage documents to their appropriate supervisor.

For the Union

For the City

POLICE OFFICERS ASSOCIATION  
OF MICHIGAN

CITY OF ROCHESTER

Keith Harper

Kenneth A. Johnson

Date: 01/16/06

Date: 01/16/06

DRAFT

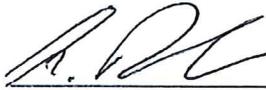
Memorandum of Understanding

The City of Rochester City Code of Ordinances Section 2-311 through 2-317 describes the City's OPEB Benefit and Retirement Board. The purpose of this MOU is to describe the type of financial institution that the City shall retain to serve as the investment fiduciary and to manage its OPEB funding and administration of benefits.

As set forth in the Michigan Public Employee Retirement System Investment Act, the City shall utilize an investment fiduciary (as defined in MCL 38.1132c(1)) meeting the criteria set forth in MCL 38.1133(8) and, specifically, is either (a) a registered investment advisor; (b) a bank; or (c) an insurance company qualified under MCL 38.11367.

The Union shall be allowed representation on the City's Retirement Board through the expiration of the 2015 to 2019 Collective Bargaining Agreement on March 31, 2019, consistent with the City Ordinance in place at the time of the Memorandum of Understanding. The parties agree to revisit this issue during negotiations for the successor to the 2015 to 2019 Collective Bargaining Agreement should either party so request.

  
Date: 7-15-15  
cc. 7-13-15  
Jaymes Vettraino- City Manager

  
Date: 08/07/2015  
For the Union

  
Date: 7-16-15  
For the Union

