

# **MASTER AGREEMENT**

**BETWEEN THE**

**CITY OF DETROIT**

**AND THE**

**DETROIT POLICE LIEUTENANTS  
AND SERGEANTS ASSOCIATION**

**2014 – 2019**

## **LAW ENFORCEMENT CODE OF ETHICS**

The Law Enforcement Code of Ethics shall be the basis for governing the behavior of all members of the Department and is hereby adopted as follows:

As a law enforcement officer, my fundamental duty is to serve the community; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, the peaceful against violence or disorder; and to respect the constitutional rights of all to liberty; equality and justice.

I will keep my private life unsullied as an example to all and will behave in a manner that does not bring discredit to my agency or me. I will maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and professional life, I will be exemplary in obeying the laws and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity, will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, political beliefs, aspirations, animosities or friendships to influence my decisions. With no compromise for crime and the relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it, as a public trust to be held so long as I am true to the ethics of the police service. I will never engage in acts of corruption or bribery, nor will I condone such acts by other police officers.

I will cooperate with all legally authorized agencies and their representatives in the pursuit of justice.

I know that I alone am responsible for my own standard of professional performance and will take every reasonable opportunity to enhance and improve my level of knowledge and competence.

I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession...law enforcement.

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## **1. PREAMBLE**

This Agreement entered into between the City of Detroit, a Michigan Municipal Corporation (hereinafter referred to as the “City, Department or Employer”), and the DETROIT POLICE LIEUTENANTS AND SERGEANTS ASSOCIATION, INC., an organization existing under the laws of the State of Michigan (hereinafter referred to as the “Association”), has as its purpose the promotion of harmonious relations between the City and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences; orderly resolution of grievances; and the establishment of rates of pay, hours of work, and other terms and conditions of employment both economic and non-economic.

The parties recognize that the interest of the community and the job security of the Employees depend upon the Employer’s success in establishing proper services to the community.

## **2. RECOGNITION OF ASSOCIATION**

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer hereby recognizes the Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment both economic and non-economic for all Employees in the following classifications:

<b><u>Class Code Number</u></b>	<b><u>Title</u></b>
33-10-20	Detective
33-10-16	Police Investigator
33-10-21	Police Sergeant
33-10-22	Police Sergeant – Promotion List
33-12-21	Senior Communications Officer - Police Sergeant
33-12-22	Senior Radio Maintenance Officer - Police Sergeant
33-12-23	Police Sergeant – Chemist
___-___-___	Master Sergeant
33-10-31	Police Lieutenant
___-___-___	First Lieutenant
33-12-31	Assistant Supervisor of Operators - Police Lieutenant
33-12-33	Supervisor of Radio Systems and Planning - Police Lieutenant
33-12-34	Supervisor of Operators - Police Lieutenant
33-12-35	Supervisor of Radio Maintenance - Police Lieutenant
33-12-37	Supervisor of Firearms Identification and Explosives – Police Lieutenant

No person shall occupy any of the above classifications as reflected by the accompanying class code numbers unless he or she is a member of the bargaining unit.

## **3. ASSOCIATION SECURITY**

- A. Employees are free to join or not to join the Association. Employees who are members of the recognized bargaining unit but who are not members of the Association may join

the Association by initiating their Association application form and dues deduction authorization form.

- B. The City agrees to deduct from the wages of an Employee, who is a member of the Association, all Association membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City provided that the said form shall be executed by the Employee. The written authorization for Association dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- C. Any person employed with the City and covered by this Agreement, who is not a member of the Association and who does not make application for membership within ninety (90) days from the Effective Date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Association a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Association. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Association unless otherwise notified by the Association in writing within said thirty (30) days and provided that the Association shall release the Department from fulfilling the obligation to discharge if during such 30-day period the Employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.
- D. The City agrees to deduct from the wages of any Employee covered by this Agreement, who is not a member of the Association, all Association service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the Employee. The written authorization for Association service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Finance Department and to the Association.
- E. All Association membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Association. Each Employee and the Association hereby authorizes the City to rely upon and to honor certifications by the Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Association dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Treasurer of the Association. The Treasurer of the Association shall not request the City to change the amounts so deducted more often than four (4) times each City fiscal year.
- F. The Association shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Association, the City and its officers and employees shall be released from all liability to the employee-

assignors, and to the Association under such assignments. (Chapter 13, Article 4, Section 4 of the Municipal Code of the City of Detroit.)

- G. The Association shall refund to Employees, dues and service fees erroneously deducted by the City and paid to the Association. The City may offset any amount erroneously or improperly deducted and paid to the Association from any subsequent remittance to the Association.
- H. The Association agrees to save and hold harmless the City from damages or other financial loss, which the City may be required to pay or suffer as a consequence of enforcing the above provisions.

#### **4. BASIS OF REPRESENTATION**

- A. In each precinct, section or unit or any combination, Employees shall be represented by a delegate who shall be a regularly assigned bargaining unit Employee. One alternate delegate for that representative unit shall be selected and shall serve in the absence of the delegate.
- B. Members of the bargaining unit selected to serve as authorized delegates of the Association shall be certified in writing to the Chief of Police within thirty (30) days of the Effective Date of this Agreement. Any changes shall be so certified within ten (10) days.
- C. Delegates and alternates of the Association's Board of Directors shall be released from duty to attend Board meetings.
- D. Delegates shall not be transferred out of their work location during their term of office except at their own request, or upon good cause shown after a hearing before the Chief of Police or his designated representative. The Association President or his designated representative may attend the hearing.
- E. The Department will grant a necessary and reasonable amount of time off, during working hours, and with regular pay for lost time, to Association officers, delegates and grievance committeemen who must necessarily be present for direct participation in the grievance adjustments and special conferences with the Department. Such persons must receive permission from their immediate supervisors to leave their workstations and must report back promptly when their part in the grievance adjustment or conference has been completed. This privilege shall not interfere with vital police service. The Association officers, delegates and grievance committee members will not be released for simultaneous investigation of grievances, unless mutually agreed. Delegates shall be allowed to discuss and communicate official Association business to Employees prior to on-duty roll call or following off-duty roll call.
- F. In accordance with the appropriate step of the grievance procedure provided herein, the Employer agrees that the delegate of the representative unit where the grievance originates may, during his working hours, without loss of time or pay, investigate and present grievances in accordance with the grievance procedure.

Permission for his release must be secured from his supervisor. This privilege shall not be abused, or interfere with vital police service or the proper supervision of subordinates.

- G. The Association may establish a three-member grievance committee for the purpose of working under the authority of the Association President in processing grievance appeals. Grievance committee members shall receive one (1) working day off per week in order to investigate and process grievances. This privilege shall not be abused, or interfere with vital police service.
- H. Within ten (10) days after the Effective Date of this Agreement a special conference between the Chief of Police and the Association Officers shall be held to discuss the determination of work location and specific job assignments for elected Association officers. Such determination shall be made by the Chief of Police after consultation with the elected officers. Association officers may request any available assignment upon their leaving Association office. The requested assignments will be given them provided they do not adversely affect the Department.
- I. Association officers will be allowed a total of twenty (20) days per week to conduct Association business according to the following:

<b>President</b>	<b>Five (5) Days Per Week</b>
<b>Vice-President</b>	<b>Five (5) Days Per Week</b>
<b>Secretary/Treasurer</b>	<b>Five (5) Days Per Week</b>
<b>Sergeant-at-Arms</b>	<b>Five (5) Days Per Week</b>

When reductions in force occur, the above officers will have top seniority.

- J. For purposes of layoff, demotion and recall, delegates shall enjoy top seniority within their respective sections, units, platoons, or other work units during their terms of office providing there is work in their classification in their section, unit, platoon or other work unit.
- K. The officers of the Association (President, Vice-President, Secretary-Treasurer and Sergeant-at-Arms) may be permitted to discuss Association business with Employees during duty hours, provided such discussions do not interfere with such Employee's or officer's duties.
- L. The Association President shall not be prohibited from speaking publicly through any form of communication.
- M. If the President of the Association is authorized or required to appear or perform any duties under this contract, he may appoint a designee to represent him.
- N. A copy of photographs of Department functions shall be made available to the Association upon request on each specific occasion.
- O. A copy of each special order, general order, personnel order, teletype order, or training bulletin, or their equivalents, shall be provided to the Association President.



## **5. MANAGEMENT RIGHTS AND RESPONSIBILITIES**

- A. Both the Department and the Association acknowledge their shared responsibility for the enforcement of the laws and ordinances of the City of Detroit and the State of Michigan as well as for assuring the safety and property of the citizens of the City of Detroit, and agree to work together cooperatively to maintain the highest standards of professionalism and integrity in the service of the City and its citizens. The Association recognizes the prerogatives of the Department to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and the terms and provisions of this Agreement. Except as specifically limited by the provisions of this Agreement or applicable law, the Department will have the discretion and authority:
1. to hire, direct, classify, assign, reassign, promote, demote, evaluate, transfer, layoff, recall and/or furlough Employees, including the assignment or reassignment of Employees;
  2. to determine the size of its workforce, including the number of Employees, the number of job classifications, departments, and shifts of work whether increased or decreased;
  3. to develop, establish, or modify job descriptions and job postings for positions in the Department;
  4. to determine policies affecting the selection, evaluation and training of Employees;
  5. to establish and modify hours of work, including the beginning and ending time for shifts of work, whether increased or decreased, and the establishment of the hours of the shifts, whether increased or decreased;
  6. to determine the content and nature of the work to be performed, and the competencies and qualifications needed to perform the work;
  7. to determine the organizational structure of the Department, including the planning, direction, control, increase, decrease, or discontinuance of operations or services, and the organization of the same;
  8. to determine the location and types of facilities, including the establishment of new units, precincts, departments, divisions, or subdivisions thereof and the right to transfer Employees and equipment between and among the Department's various facilities;
  9. to establish, regulate, determine, revise, or modify at any time the policies, practices, protocols, processes, techniques, methods, means and procedures used in the Department, including, but not limited to machinery, materials, methods, facilities, tools, and equipment;

10. to transfer, relocate, merge, consolidate or close its facilities and operations, in whole or in part, and to separate its Employees in connection with said transferring, relocation, merger, consolidation or closing after discussing the effects of such decision with the Association to the extent required by law;
  11. to create and maintain special units and to select Employees to work within such special units provided that the Department will provide reasonable notice to the Association;
  12. to establish and enforce policies pertaining to drug testing and substance abuse;
  13. to assign an Employee to work in a restricted duty capacity for good cause; and
  14. with respect to any other matter related to the enforcement of the laws of the City of Detroit or the State of Michigan and the protection of its citizens and their property.
- B. The Department reserves the right to discipline and discharge Employees for just cause and to establish reasonable work rules and rules of conduct.
- C. The Department has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and the public safety and consistent with the provisions of this Agreement.
- D. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described.
- E. The Department reserves the right to lay off or furlough Employees for lack of work or funds or for the occurrence of conditions beyond the control of the Department or when such continuation of work would be wasteful and unproductive.
- F. The Police Department shall notify in advance, in writing, the Association President, or in his absence the next officer in line, when it anticipates exercising its right to make changes in working conditions. Conferences to discuss said anticipated changes shall be conducted at the request of either party. Such conferences shall not be construed as “formal” negotiations. Provided however, in no event shall the City make decisions which alter the relationship between the parties in regard to wages, hours, and the terms and conditions of employment. Any changes in that area require renegotiations of the contract.
- G. No Department official or agent of the City shall:
1. Interfere with, restrain, or coerce Employees in the exercise of their right to join or refrain from joining a labor organization, except where permitted *by law* to avoid a conflict of interest; or

2. Initiate, create, dominate, contribute to or interfere with the formation, administration, internal affairs, elections, meetings, dues policies or officers, of the Association; or
  3. Discriminate in regard to employment or conditions of employment in order to encourage or discourage membership in a labor organization; or
  4. Discriminate against an Employee because he has given testimony or taken part in any grievance procedures or other hearings, negotiations, or conferences as a part of the labor organization recognized under the terms of this Agreement; or
  5. Refuse to meet, negotiate, or confer on proper matters with representatives of the Association as set forth in this Agreement.
- H. It is agreed that the City retains and reserves all rights, powers and authorities given to it under any national, state or local law unless otherwise negotiated in this Agreement.
- I. The Association recognizes the responsibilities of Employees as a part of management and pledges full support for continuity of employment and supervision during normal or emergency working conditions.
- J. The Investigative staff of the Board of Police Commissioners shall have the right to interrogate and investigate Employees under the procedures in this Agreement to which any interrogating officer is subject and such right shall in no way abridge or change the rights of an Employee under this Agreement or under any Local, State, or Federal law or the Constitutions of the United States, or State of Michigan.

In no event shall any recommendations or actions resulting from such interrogation or investigation lead to any discipline outside or inconsistent with any discipline procedures or discipline matters maintained in this Agreement and currently utilized in this Department.

Further, no Employee after he has been once disciplined by the Department, shall be re-disciplined for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first discipline.

## **6. ASSOCIATION RESPONSIBILITIES**

- A. Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the Association agrees that it will take all reasonable steps to cause the Employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.
- B. The Association, therefore, agrees that there shall be no interruption of these services for any cause whatsoever by the Employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or

abstain, in whole or in part, from the full, faithful, and proper performance of all the duties of their employment.

- C. The Association further agrees that it shall not encourage any strikes, sit-downs, stay-ins, slow-downs, stoppages of work, malingering, or any acts that interfere in any manner or to any degree with the continuity of the police services.

## **7. SPECIAL CONFERENCE**

- A. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.
- B. Special conferences on important matters shall be arranged between the Association President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two individuals present at said conference. Arrangements shall be made in writing five (5) calendar days in advance, whenever is possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters listed on the agenda.

## **8. GRIEVANCE PROCEDURE**

- A. Every Employee will have the right to present grievances in accordance with the procedure provided herein. The Association will hand deliver grievances directly to a Captain or Commander. Receipt of the grievance will be acknowledged by signature of the Captain or Commander who receives the grievance. Any grievance not filed within fifteen (15) calendar days of the occurrence of the alleged violation or within fifteen (15) calendar days of an Employee or the Association becoming aware of an alleged violation will be considered untimely and will not be processed.
- B. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- C. Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.
- D. Grievances shall be processed according to the following procedure:

### **STEP 1 - Written - Commanding Officer of the Section or Unit:**

A grievance may be submitted in written form by the precinct or bureau delegate to the commanding officer. The written grievance will set forth the name(s) and signatures of the Employee or Employees involved, so far as diligent efforts will allow, and the provisions of this Agreement, if any, that the grievant claims have been violated. The commanding officer will provide a written answer to the precinct or bureau delegate within seven (7) calendar days after receipt. Acceptance or rejection of the commanding officer's answer will be written on the grievance form by the precinct or bureau delegate.

## **STEP 2 - Appeal to Commanding Officer of the Precinct or Division:**

If the grievance is not satisfactorily adjusted at Step 1 or acted upon by the commanding officer within seven (7) calendar days, the grievance committee or delegate may appeal such grievance to the Commanding Officer of the precinct or division within seven (7) calendar days. The Commanding Officer will discuss the grievance with the grievance committee and delegate and render a written answer within seven (7) calendar days of his/her receipt of the grievance.

## **STEP 3 - Appeal to the Chief of Police:**

If the grievance is not satisfactorily settled or adjusted at Step 2, it will be referred to the President of the Association who may appeal it to the Chief of Police within seven (7) calendar days. A meeting to discuss the grievance will be held between the President or his designee, the grievance committee, and the Chief of Police or his designee within ten (10) calendar days after receipt of the grievance by the Chief of Police. A written decision will be rendered within ten (10) calendar days of the meeting. By mutual agreement, the parties may extend the timeline in order to enable the Chief of Police to participate directly.

## **Medical Grievance Procedure:**

All grievances involving medical issues will be filed with the President of the Association. The Employee's Commander will be made aware of the grievance.

- E. Notwithstanding any other provisions herein, individual Employees may present their own grievances to the Employer and have them adjusted without the intervention of the precinct or bureau delegate or Association officers, provided, however, that the Employer has given the delegate or Association officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Association.
- F. Grievances not appealed in writing to the next step within the time limits set forth above will be considered settled on the basis of the last decision. All time limits or steps of the grievance procedure may be shortened, extended, or eliminated by mutual written agreement.
- G. The Chief of Police or his designee and the President of the Association will be permitted at their discretion to participate at any step of the grievance procedure.
- H. In instances wherein the subject matter of the grievance lies within the jurisdiction of specific City agencies (e.g., payroll, etc.), the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken. Further, the Chief of Police and the President of the Association will be permitted at their discretion to participate at any step of the grievance procedure.

## **9. ARBITRATION**

- A. Any unresolved grievance relating only to the interpretation, application or enforcement of a specific article and section of this Agreement or any Supplementary Agreement, hereto having been processed fully through the last step of the grievance procedure may be submitted to arbitration by either party in strict accordance with the following:
1. Arbitration may be initiated by the President of the Association by written notice to the Department of an intention to arbitrate. Such written notice of intent to arbitrate must be made within ten (10) calendar days after receipt of the Step 3 answer. Upon receipt of notice to arbitrate, the parties will meet to select an ad hoc arbitrator. This will be done within ten (10) calendar days of such notice.
  2. In the event an arbitrator cannot be agreed upon within ten (10) calendar days, the Association will, within ten (10) calendar days, request that the Michigan Employment Relations Commission (MERC) appoint an impartial arbitrator in accordance with its then applicable rules and regulations. Failure to adhere to these time limitations will result in the matter being considered settled on the basis of the last decision.
  3. It will be within the authority of the Arbitrator to make a decision binding upon the parties regarding the interpretation, application or enforcement of the Agreement.
  4. The Arbitrator will not consider any evidence submitted by either party, which was not produced in the grievance procedure unless such evidence was not then known to the party submitting the same.
  5. The costs of the arbitration will be shared equally by the parties, except that each party will make arrangements to pay its own attorneys and witnesses. In cases where the arbitrator provides that either party has filed or denied a grievance in bad faith, the arbitrator will have the discretion to assess all costs and expenses of the arbitration hearing against the non-prevailing party.
  6. The parties may request in writing of each other co-operation to have available at the arbitration proceedings any witnesses requested by the other party.
  7. If the unresolved grievance pertains to a medical issue, including but not limited to sick leave, qualifications to perform work, requests for light duty assignments, or accommodation of disabilities, the arbitration procedure specified in this article will not apply, and the parties will instead select a neutral physician to resolve any disputes concerning medical issues. Such a neutral physician must be licensed to practice and currently practicing medicine. The neutral physician will be jointly selected by the Department and the Association. To the extent the Department and Association cannot agree on a neutral physician, the neutral physician will be mutually selected by the Employee's treating physician and the Police Department's designated physician. The Department and the Association may

mutually agree to establish further guidelines regarding the processing of medical grievances.

- B. There shall be no appeal from the decision of an arbitrator if made in accordance with its jurisdiction and authority under this Agreement. It shall be final and binding on the Association, on all Employees, and on the City. The Association will actively discourage attempts by any bargaining unit Employee to appeal a decision of the arbitrator to any Court or labor board, and will not aid or abet in any such attempt.
- C. In the event a case is appealed to the arbitrator and he/she finds that the arbitrator has no power or authority to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- D. The decision of an arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a dispute to arbitration, state, and the opposite party is bound to agree, that the award not be binding precedent in like analogous situations pending at that time.
- E. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the specific articles and sections of this Agreement, and it shall be without power or authority to make any decisions:
  - 1. Contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law.
  - 2. Involving the exercise of discretion by the City under the provisions of this Agreement, its Charter, or applicable law.
  - 3. Limiting or interfering in any way with the powers, duties or responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law.
  - 4. Changing, altering, or modifying any practice, policy, or rule presently or in the future established by the City as long as such practice, policy, or rule does not conflict with this Agreement.
  - 5. Implying any restriction or condition binding upon the City from this Agreement, it being understood that, except as such restrictions or conditions upon the City are specifically set forth herein, or are fairly inferable from the express language of any article or section hereof, the matter in question falls within the exercise of rights set forth in the Article of this Agreement entitled "Management Rights and Responsibilities."
  - 6. Concerning the establishment of wage scales, rates on new or changed jobs, or change in any wage rate.

7. Providing agreement for the parties in those cases, where by their contract, they may have agreed that further negotiations should occur to cover the matters in dispute.
8. Granting any right or relief for any period of time whatsoever prior to the Effective Date of this Agreement or subsequent to the date upon which this Agreement shall terminate.

## **10. DISCIPLINE PROCEDURE**

- A. Discipline Investigations. Investigations regarding any potential or alleged misconduct, actions, or omissions that may result in discipline will be completed as expeditiously as practicable. If disciplinary action is warranted, such discipline will be issued as soon as practicable after the completion of the investigation. Except as set forth in Sections E, G, H, and I below, no discipline will be implemented or incorporated into an Employee's file until the completion of the applicable procedures set forth below:
- B. Commander's Hearing. Except as set forth in Section G, within five (5) days of the receipt of a disciplinary action, an Employee may appeal the discipline to a Commander's Hearing (which will be presided over by a Commander, a Deputy Chief, or an Assistant Chief). An Employee, at his or her sole discretion, may request that the Commander's Hearing be held by a Commander from a different Section or Unit (and in such cases a Deputy Chief or Assistant Chief may ultimately preside over the Commander's Hearing). The Commander's Hearing is a non-adversarial proceeding, which must be held within seven (7) days of the date the discipline was issued. An Employee will have the right to review the investigation and charges against him, and make a statement of explanation. The Commander, Deputy Chief or Assistant Chief presiding over the Commander's Hearing will have the authority to rescind the discipline, affirm the discipline, or reduce the level of discipline. An Employee may elect to appeal any decision from a Commander's Hearing to expedited arbitration when a suspension of more than three (3) days has been rendered. Subject only to the Chief's discretion, any written reprimand or disciplinary suspension of three (3) days or less will be considered final and binding with no right of appeal.
- C. Mediation. Within five (5) calendar days of the Commander's Hearing, the Association may request disciplinary mediation. If both parties agree to proceed to mediate, the mediation will be held within fourteen (14) calendar days of the date the discipline was issued. Whenever possible, the parties will utilize mediators referred by the Michigan Employee Relations Commission (MERC) or the Federal Mediation and Conciliation Service (FMCS). If a mediator is not available within the allotted time period, the parties may decide to schedule a meeting between the disciplined Employee, the Association, and any representatives the Department deems appropriate in an attempt to resolve pending disciplinary issues. The sole purpose of the mediation will be to attempt to amicably resolve any disciplinary disputes. The mediator will have no authority to issue any ruling or to otherwise bind the parties. In the event that the parties fail to settle the dispute at the mediation, no statements made by the Employee or on the Employee's behalf during the mediation will be used against the Employee in connection with any



arbitration. Notwithstanding the foregoing, the parties may by mutual agreement establish and/ or modify a list of acceptable mediators in lieu of referrals from MERC or FMCS.

In the event a settlement is reached, immediately following the mediation, the Disciplinary Administration Unit will prepare correspondence to the Employee and his/her bargaining representatives summarizing the mediation including: date and time met, parties present, and final disciplinary disposition, including level of discipline, and any other information pertinent to the discipline and/or the reduction in discipline (if applicable). In no event should the discussions between the parties be memorialized. The date of the correspondence will serve as the date of the implementation of the disciplinary action.

- D. Arbitration. To the extent that a dispute regarding a suspension of more than three (3) days or the discharge of an Employee cannot be resolved through the Commander's hearing or mediation (if applicable), an Employee will have the right to appeal the disciplinary action to arbitration. The Employee must appeal the case to arbitration by providing written notice to the Department within five (5) days of the date of the Commander's Hearing, and the arbitration hearing must be held within thirty (30) days of the date the appeal was filed by the Employee, so long as an arbitrator on the panel has availability within a thirty (30) day period, unless the parties mutually agree to an extension of time.
1. Both the Employee and the Department will have the right to be represented by counsel and to present and cross-examine witnesses.
  2. The arbitrator will issue his or her decision in writing within ten (10) business days of the hearing. The Arbitrator can sustain, dismiss, or reduce the discipline.
  3. The arbitrator will not consider any evidence submitted by either party, which was not produced in connection with the disciplinary proceedings or at the time the discipline was administered.
  4. The costs of the arbitration will be shared equally by the parties.
  5. The parties may request in writing of each other co-operation to have available at the arbitration proceedings any witnesses requested by the other party.
  6. The decision of the arbitrator will be final and binding on the Employee and the Department, subject to the Chief's Authority to rescind or mitigate discipline as set forth in Section F.
  7. The Department and the Association will confer to select a panel of seven (7) arbitrators who are available to hear cases on the expedited basis set forth herein. The arbitrators will hear cases on a chronological rotation subject to arbitrator availability. To the extent no arbitrator on the panel is available to hear the case within thirty (30) days, the arbitrator with the next available date to hear the case will be selected.

- E. Discharge Cases. Where a decision is made to discharge an Employee, that Employee will be suspended without pay pending the outcome of the disciplinary process.
- F. Chief's Authority. The Chief of Police, at his or her sole discretion, may rescind or mitigate any disciplinary action at any step of the disciplinary process including, but not limited to, after the conclusion of an arbitration. However, the Chief of Police shall have no authority to increase any disciplinary action after the conclusion of an arbitration.
- G. Written Reprimand. All written reprimands will be issued and implemented as soon as practicable following an investigation. Written reprimands will remain in Employees' files for a period of time not to exceed two (2) years.
- H. Informal Counseling. The Department may conduct informal counseling sessions concerning minor misconducts, actions, or omissions. Such counseling sessions will not be considered disciplinary action, but the substance of the counseling session may be reduced to writing and added to an Employee's file for up to one (1) year.
- I. Department Right to Immediately Suspend Employee. The Department shall have the right to immediately suspend an Employee with pay in order to preserve order within the Department and/or in those cases where an Employee is the subject of a criminal investigation. Moreover, the Department shall have the right to suspend an Employee without pay in accordance with the terms of the Detroit Police Department Manual. However, the Department must follow the procedures set forth in this Article before any discipline relating to the conduct underlying such suspension is incorporated into an Employee's file.

## **11. EMPLOYEES' RIGHTS**

Each Employee shall be guaranteed the following rights but this section shall not be construed as a section of limitation:

- A. Any Employee who is accused of violating any criminal law, City, State or Federal shall be entitled to his full rights under the State and Federal Constitutions without being disciplined for exercising such rights unless specifically excepted in this Agreement.
- B. After an Employee is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order in which to comply. If any Employee is ordered to make an oral statement, he shall comply subject to the receipt of Miranda or Garrity warnings or both and shall be given a reasonable time to act in accordance with such rights.
- C. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the Employee and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.
- D. Throughout all disciplinary hearings, each Employee shall be presumed innocent.

- E. No Employee shall be disciplined, discriminated against, or transferred because he exercises any of his constitutional rights before any grand jury, investigative body, court or law enforcement agency - Federal, State and Local as well as any investigative committee of any legislative body - Federal, State and Local.
- F. If any disciplinary procedures within the Department are changed during the term of this Agreement in such a way as to render any of the provisions of this section inapplicable or as to require additional provisions in this section or as to require modifications to this section, the subject matter and provisions of this section will be subject to renegotiation between the City and the Association.
- G. No Employee shall be prohibited from engaging in political activity, either partisan or non-partisan, except when actually on duty, or while in uniform or while acting in official capacity as a police officer.
- H. An Employee who is indicted or charged with a felony or other serious crime will be placed on unpaid administrative leave without pay but with medical benefits pending the outcome of the criminal proceeding. At the conclusion of the criminal proceeding, if the Department chooses not to pursue disciplinary action, the Employee will be reinstated. If the Department pursues disciplinary action for a matter arising out of the same set of facts and circumstances as those surrounding the criminal proceedings, the Employee will be subject to the discipline process pursuant to the terms and time frames set forth in Article 10.
- I. In the event that an Employee is exonerated from criminal charges and subsequently ordered to be reinstated by an arbitrator, that Employee's back pay award will be determined by the arbitrator based on the facts of the case subject to the limitations of Section L. In no case will an Employee who admits to committing a felony or other serious crime or accepts a plea arrangement in connection with charges involving a felony or other serious crime be entitled to any back pay upon reinstatement.
- J. Whenever an Employee is under investigation or subjected to interrogation by his Commanding Officer and/or the Department or by any of its units or bureaus, for any reason which could lead to criminal actions or charges, such investigation or interrogation shall be conducted under the following conditions:
  - 1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the Employee is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
  - 2. No interrogation shall begin until the Employee has been notified that he has a right to have counsel or an officer of the Association present.
  - 3. The Employee under investigation shall be informed prior to such interrogation of the name of all persons present during the interrogation. If any of the interrogators are sworn police officers, at least one shall be present during the interrogation who is of a rank higher than that of the officer being interrogated.

4. Neither the home address nor the photograph of any Employee suspected of any wrongdoing shall be given to the press or the news media without the written consent of the Employee.
- K. The complete interrogation of the Employee, including a notation of all recess periods, shall be recorded and there shall be no unrecorded questions or statements. At the request of the Employee, a copy of the interrogation shall be furnished to him.
- L. If an Employee's disciplinary penalty is simply modified or lessened to the extent that he/she has a claim for partial back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages will be limited to the amount of wages that the Employee otherwise would have earned less any compensation for personal services he may have received from any source during the period in question but excluding previously Department authorized income earned outside his regularly scheduled work period.
- M. The Investigative staff of the Board of Police Commissioners will have the right to interrogate and investigate Employees and such right will in no way abridge or change the rights of Employees under this Agreement or under any Local, State, or Federal law or the Constitution of the United States, or State of Michigan.

In no event will any recommendations or actions resulting from such interrogation or investigation lead to any discipline outside or inconsistent with any discipline procedures or discipline matters maintained in this Agreement.

Further, no Employee, after he/she has been once disciplined by the Department, will be re-disciplined, for any reason whatever for any matters arising out of the same set of facts and circumstances surrounding the first disciplinary action.

## **12. DEPARTMENT FILES**

- A. All personnel records which include home addresses, phone numbers and pictures of Employees shall be kept confidential and never released to any person other than officials of the Department or upon the written authorization of the Employee involved.
- B. An Employee shall have the right to inspect his official personnel record wherever kept, twice a year or more often for good cause shown.

Files maintained by the Internal Controls Division and the information contained therein are confidential and may not be disclosed to any Employee or department command or used for any purpose unless the investigation results in departmental or criminal charges and then the production and use of such documents will be governed by existing discovery procedure.

An arbitrator shall have the authority to make an appropriate award including a monetary award to a grievant if it is determined that the provisions have been knowingly and willfully violated by Employees of the Department. In addition, the Department agrees that an individual who violates this provision will be subject to disciplinary charges.

- C. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. Said Employee shall have the right to make duplicate copies for his own use at his own expense. No records, reports, investigations, evaluations or similar data belonging in the Personnel File or Medical file shall be hidden from an Employee's inspection.
- D. An Employee shall have the right to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considers to be detrimental and to request its removal.
- E. If a promotion or transfer is denied to an Employee and he should discover that the Department has hidden detrimental data, reports or investigative summaries from his inspection, it shall be presumed that such records constituted the reasons for such denials.
- F. Employees may inspect their personnel file upon retirement and nothing shall be inserted in such files after the date of retirement.
- G. Reprimands will be removed from the Employee's file after two (2) years.

### **13. LEGAL COUNSEL**

The City will provide legal counsel and pay any costs and judgments that arise out of lawsuits filed against Employees of the Detroit Lieutenants and Sergeants' Association alleging any act committed while said Employee was in the good faith performance of his duties. A contrary determination by the City is not final and binding as provided by the Municipal Code of the City of Detroit but is subject to review by an arbitration panel under the grievance arbitration provisions of this Agreement.

The City shall promptly undertake the defense of an action on behalf of an Employee pending determination of the "good faith" question.

This provision shall otherwise be in accordance with Section 13-11-3 of the Municipal Code of the City of Detroit.

### **14. OUTSIDE EMPLOYMENT**

- A. An Employee may engage in an outside business activity or outside employment provided it is not inconsistent or incompatible with or does not interfere with the proper discharge of the Employee's duties and responsibilities as a police officer.
- B. Approval for outside employment must be obtained from the Chief of Police, and will be for a period of one (1) year. The Employee may request it be renewed after one (1) year. If an Employee is on the Attendance Control Program (DPD 350), that Employee cannot be approved for outside employment, and prior approval can be revoked at the discretion of the Chief of Police.
- C. Approval will not be granted for an outside business activity or outside employment which would involve more than thirty (30) hours per week of work, or for work in

businesses that are regulated by the Detroit Police Department, (i.e., bars, adult movies or adult book stores, etc.).

Employees may not be in uniform when engaged in any outside employment. Employees may not carry or use any equipment or accessories issued by the Department when engaged in any outside business activity or outside employment in private or personal security.

- D. Approval to engage in outside employment shall not be unreasonably withheld.

## **15. POLITICAL OFFICES**

- A. An Employee of the bargaining unit covered by this Agreement may become a candidate for political office, partisan or non-partisan, as long as he restricts his campaign activities to off-duty time.
- B. An Employee running for political office is not required to resign or take a leave of absence from the Detroit Police Department, provided that this activity does not interfere with his normally assigned duties.
- C. While off-duty and not in uniform any Employee may fully participate in any political activity either partisan or non-partisan.
- D. If an Employee is elected to a political office, which requires his full-time work, the Employee shall take a leave of absence without pay for the term of office the Employee was elected to, or he shall resign.

## **16. HEALTH AND SAFETY**

- A. Safety glasses and ear protectors shall be provided at all police firing ranges and Employees shall not be required to fire without same.
- B. The City will provide and maintain clean, sanitary buildings and will repair unsafe work facilities in an expeditious manner.
- C. This section shall not be construed to impair or limit the applicability of any State or Federal law or regulation affecting health and safety in Department buildings and work facilities.

## **17. MISCELLANEOUS ITEMS**

- A. The Department will furnish for the use of the Association, space for a bulletin board at each work location where Association members are assigned.
- B. Lockers and desks shall not be opened for inspection except in the presence of the officer or a representative designated by him for that purpose. In the event the officer or his designee refuses to be present the Department shall thus have the right to inspect the locker or the desk after notification to the commanding officer of the refusal.

- C. Nothing in this Agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by Federal, State and Local laws and rules and regulations.
- D. An Employee shall not be required to use his privately owned vehicle for any police purpose.
- E. Employees are urged to keep their commanding officers informed of where they can be reached whenever they are out of town off duty for periods of forty-eight (48) hours or less. For absences of longer periods, Employees must so inform their commanding officers.
- F. Employees may participate in deferred compensation and/or direct deposit programs offered by the Department to Employees represented by the Association.
- G. If during the term of this Agreement, a federal mandatory social security act is enacted affecting Employees, the parties shall promptly enter into negotiations toward the implementation of said act.
- H. Lump Sum for Banked Time. Whenever an Employee leaves employment with the Department, such Employee will be paid for all banked time, other than sick time, at the prevailing rate of pay in effect at the time of separation. This includes, but is not limited to separation with a deferred vested pension or under a disability. DROP plan participants will only receive payout for banked time when they permanently retire, not when they enter the DROP plan. Payments will be paid within ninety (90) days if the amount is less than ten thousand dollars (\$10,000), and if in excess of ten thousand dollars (\$10,000), the amount will be made in semi-annual installments over a three (3) year period with the installments due on February 1 and August 1 with no interest due. Late lump sum payments (greater than sixty (60) days) will include interest at the Michigan Judgment Interest Rate as certified from time to time by the Michigan Department of Treasury.
- I. Where an Employee is overpaid hours or is paid other than the current negotiated rate for the classification in which he has worked, the City is expressly authorized to recover such overpayment through a deduction from the Employee's wages in accordance with applicable law.
- J. For Employees hired after March 31, 1986, the Employee and the City of Detroit are required to contribute the hospitalization insurance portion of the Social Security Tax.
- K. Compensatory Time Banks. With respect to classifications subject to the Fair Labor Standards Act (FLSA), compensatory time shall be separated into two (2) categories, which shall be reported on the Employee's bi-weekly paycheck statement. The first category shall reflect compensatory time accumulated prior to April 15, 1986 and shall reflect excused time as described in Article 37-E. The second category shall include compensatory time earned on or after April 15, 1986. Compensatory time in the second category shall be limited to a total of four hundred eighty (480) hours or whatever limitation may hereafter be imposed by law. Compensatory time used shall first be

charged to the pre-April 15, 1986 bank and thereafter charged to the post-April 15, 1986 bank.

- L. Bomb Disposal Pay. Employees assigned to the Bomb Disposal Unit shall receive one hundred dollars (\$100) per month. For the purposes of this section, an Employee must be a certified graduate of the U.S. Army Ordnance Missile and Munitions Center & School and assigned for eighteen (18) service days to qualify for the entire monthly payment. Employees assigned for less than eighteen (18) service days during the month shall receive a pro-rated amount based upon the number of days assigned. The payment will be made on a quarterly basis.
- M. An Employee suspended without pay pending the adjudication of disciplinary charges shall be afforded an irrevocable one-time option to utilize his earned compensatory time and bonus vacation time during the suspension period, if applicable, which shall be paid in increments of eighty (80) hours.

In the event that an Employee is returned to duty and is entitled to back pay, the Employee shall have the option of receiving back pay as:

- a. Regular compensation,
- b. or Restoration of banked time during the suspension period.

When the Employee elects to have banked time restored and the restored time is less than the back pay owed, the remaining back pay owed shall be paid as regular compensation.

- N. Decertification. An Employee who is decertified by the Michigan Commission on Law Enforcement Standards (MCOLES) shall be separated from the Department. If recertified, the Employee shall no longer be disqualified from re-employment on these grounds.

## **18. SENIORITY**

- A. Seniority shall be determined first by the Employee's rank, date of rank, and finally by the Employee's length of service in the Department. Time spent in the armed forces on military leaves of absence and other authorized leaves, such as time lost because of duty-connected disabilities, shall be included.
- B. An up-to-date seniority list by rank and date of rank showing the names, length of service dates, and Departmental assignments shall be furnished to the Association every quarter commencing the first of each January, April, July and October.
- C. An Employee shall forfeit his seniority rights only for the following reasons:
  - 1. He is reduced in rank for cause (in-grade seniority only).
  - 2. He resigns.
  - 3. He is dismissed and not reinstated.
  - 4. He retires on regular service retirement.



## **19. REDUCTION IN FORCE (LAYOFFS)**

- A. When there is an impending reduction in force within the bargaining unit, the City shall immediately inform and consult with the Association as soon as there is any possibility of said reduction in force.
- B. In the event of a reduction in force in the Police Department, it shall be made among all Employees in the same classification as listed in Article 2, according to length of service.
  - 1. The Employees with the least amount of service shall be the first laid off and last to be recalled. If there is to be a demotion due to a reduction in force, time in classification will prevail. Where time in classification is equal, seniority as defined in Article 18 shall prevail.
  - 2. A demotion to the next lower rank shall be required before a layoff, provided the Employee had prior time in the classification to which demoted.
  - 3. Any officer demoted due to a reduction in force shall be promoted back in the reverse order of demotion without any competitive re-examination for the classification from which he was demoted.
- C. Any grievance submitted concerning a layoff will be submitted at the third step of the grievance procedure and the parties expressly agree that they will expedite the final resolution thereof.
- D. Employees who have incurred an involuntary separation from the Police Department since July 1, 1973 due to a reduction in force (layoff) shall have the option to retire on what would have been their twenty-fifth year of service as if there had been no separation.

Should an Employee elect such option, his/her pension benefit will be calculated by using the actual number of years worked. No pension service credit will be granted for the period of time separated on layoff. The pension will be deemed to be a service retirement for all purposes with only the pension amount reduced by the amount of time laid off. .

## **20. LEAVES OF ABSENCE**

The City will comply with all applicable laws pertaining to leaves of absence. The following provisions shall not be enforced or applied in any way that would violate applicable laws:

### **A. General Leaves of Absence**

A leave of absence without pay may be granted to Employees with at least five (5) years of continuous service with the City as a sworn member of the Detroit Police Department for a period not to exceed one (1) year. The Employee shall submit the request for the leave of absence, in writing, to the Chief of Police through channels. The request shall include the reason(s) for the leave and the length of time requested. All recipients of

educational leaves must present continuing proof of enrollment for the specified period of absence. The Association shall be notified when a leave of absence has been granted.

**B. Medical Leaves of Absence**

1. To be eligible for a medical leave of absence, an Employee must have a minimum of five (5) years of continuous service with the City as a sworn member of the Detroit Police Department from the date of appointment to the Effective Date of the leave of absence. No Employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a medical leave of absence.
2. A medical leave of absence without pay shall be granted to an Employee who is suffering from a non-service connected sickness or disability for which the Employee's physician prescribes extended treatment or rest.
3. A written request for a medical leave of absence shall be submitted to the Chief of Police. The request shall contain the diagnosis, treatment prescribed and length of absence required. It must be accompanied by a signed endorsement from a physician describing a complete medical diagnosis.
4. In no case may a medical leave of absence extend beyond six (6) months except with the permission of the Chief of Police. Before an Employee on medical leave is returned to duty, a physician designated by the Department shall make a written recommendation to the Chief of Police. Upon return to active duty an Employee shall be restored to his rank and shall retain all seniority rights including longevity privileges.

**C. Maternity Leave of Absence**

1. To be eligible for a maternity leave of absence, an Employee must have a minimum of five (5) years of continuous service with the City as a sworn member of the Detroit Police Department from the date of appointment to the Effective Date of the leave of absence. No Employee shall be required to exhaust banked sick time or other accrued benefits as a condition of taking a maternity leave of absence.
2. Maternity leave without pay shall commence when it is deemed by competent medical authority that an Employee is no longer able to perform all the duties involved in taking proper police action; when an Employee thinks she can no longer safely work; or when her medical condition or any other valid reason leads the Department to believe a mandatory leave of absence is necessary.
3. Upon confirmation of pregnancy, the commanding officer of the Employee's section or unit must be notified without unnecessary delay. The Employee shall furnish to her commanding officer and a physician designated by the Department written medical evidence from her doctor verifying her condition, stating an expected delivery date, and evaluating her physical ability to perform regular police duties.

4. Prior to commencement of the leave, the Employee shall prepare an inter-office memorandum, D.P.D. 568, addressed to the Chief of Police requesting a leave of absence for maternity reasons. This memorandum shall be prepared in quadruplicate and shall state the request for leave with date of commencement and the expected date of return to duty. It shall be presented to the Employee's commanding officer along with the appropriate medical letter from her doctor.
5. Within sixty (60) days after delivery, an Employee shall report to a physician designated by the Department for a determination of her ability to return to full duty. At this time the Employee shall present a medical letter from her doctor indicating the appropriate date of her return to work. Notwithstanding the above, in no case may an Employee's maternity leave of absence extend six (6) months beyond the date of delivery except with permission of the Chief of Police. Before an Employee on maternity leave is returned to duty a physician designated by the Department shall make a written recommendation to the Chief of Police. Upon return to active duty an Employee shall be restored to his/ her rank and shall retain all seniority rights.

**D. Termination of Leaves of Absence**

At least thirty (30) days prior to the expiration date of a leave of absence the Employee shall submit to the Chief of Police written notice of intent to return to duty. For failure to submit the above notice or failure to report at the expiration of the leave the Employee will be considered to be absent without leave.

**E. Conduct on Leave**

Employees on leaves of absence shall maintain the same standards of conduct that are required of sworn Police Officers. Acts of misconduct of a serious or grave nature that are committed by an Employee while on a leave of absence may subject the Employee to disciplinary action in accordance with this Agreement up to and including discharge from the Department.

**F. Mandatory Leave of Absence**

The Omnibus Consolidated Appropriations Act of 1997 amended the federal gun control act to make it unlawful for any person (including a law enforcement officer) to ship, transport, possess or receive firearms or ammunition, if convicted of a crime of domestic violence.

1. A misdemeanor crime of domestic violence is defined as an offense that:
  - a. Is a misdemeanor under federal or state law; and
  - b. Has, as an element, the use or attempted use of physical force or the threatened use of a deadly weapon, committed by a current or former spouse, parent, or guardian of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating or has

cohabitated with the victim as spouse, parent, or guardian, or by a person similarly situated to a spouse, parent or guardian of the victim.

2. Any Employee convicted of a misdemeanor crime of domestic violence will be carried working in an administrative restricted duty capacity at any work location as determined by management for nine (9) months from the date of conviction in order to permit the Employee to have the conviction reversed, pardoned, set aside, or expunged, or if the disqualification is removed because of a change in legislation or the act is invalidated.
3. If the conviction has not been removed after nine (9) months, the Employee will be placed on a three (3) month unpaid leave of absence.
4. At the end of the three (3) month leave of absence, unless the conviction is removed, the Employee's employment shall be terminated. The Employee may reapply for employment provided that the conviction is subsequently removed and he meets all other criteria for employment, including requirements of the Commission on Law Enforcement Standards (C.O.L.E.S.).

## **21. ABSENT WITH LEAVE AND ABSENT WITHOUT LEAVE**

- A. Absent With Leave. Absent with leave is considered a full duty status with all related benefits. The Employee is on authorized absence to attend certain types of conventions, special training, seminars, or is on contractually granted absences authorized for certain union officials.
- B. Absent Without Leave. Personnel who fail to report for duty without prior authorization will be considered absent without leave. Any such absence for three (3) consecutive days without just cause will be deemed a resignation.

## **22. JOB ASSIGNMENTS**

- A. All job assignments are within the purview of Management and may be made by the Department at its sole discretion.
- B. Posting of jobs will be on the space provided by Article 17.A.
- C. Notwithstanding the language set forth in this Article, the Chief, at his sole discretion, may assign Employees to work any shift if such shift assignment is in the best interests of the Department.
- D. Shift Draw Procedures. All precincts shall be subject to a fixed shift schedule. The fixed shift program shall apply to precinct shift assignments on the day, afternoon and midnight shifts which currently rotate among all three (3) shifts. It shall also apply to shift assignments in the other listed entities, which currently rotate shifts.
  1. These procedures apply to shift assignments only. Job assignment procedures contained elsewhere in this Agreement shall continue in effect.

2. Lieutenants and sergeants currently assigned to a job assignment other than a regular rotating shift assignment shall not be included in the shift draw unless a written request is made within seventy-two (72) hours of the designated time for the shift draw. In the event that such an Employee elects to bid on and accepts a shift supervisor assignment, the Employee's prior assignment shall be considered vacant and, if filled, filled in accordance with this Article.
3. The number of positions to be filled, by rank, for each shift, shall be posted prior to the shift draw.
4. Shift selection shall be based solely on seniority in rank. In cases where seniority in rank is equal, Departmental seniority shall be the determining factor.
5. Lieutenants shall make their selection first and the results of the lieutenant shift draw shall be made known prior to the shift draw for sergeants.
6. In locations where the Department utilizes a swing lieutenant(s), such position shall be considered and filled as a shift assignment.
7. Probationary personnel shall not participate in the shift draw.
8. On or before each shift draw, each entity listed above shall post a "Fixed Shift Preference Roster" in the space provided by Article 17.A. The roster will list all lieutenants and sergeants assigned to the command, in descending seniority order, by rank, and will include the following information: Name, Rank, Promotion Date, and Appointment Date. The roster will be used to indicate the Employee's shift preference in the shift selection draw. In addition to spaces for Platoons One, Two, and Three, a space designated "Not Applicable" will be provided to indicate that the Employee does not wish to exercise the option to participate in the shift selection draw. The Employee shall place his initials next to the number "1", "2", and "3" to indicate his first, second and third preference.

An Employee is entitled to personally participate in the draw. In the event that the Employee is not present, the Commanding Officer (or designee) shall, at the appropriate place in the process, assign the Employee to a shift in accordance with the preference noted. In the event that an Employee is: (1) not personally present at the draw and (2) has not indicated a preference on the roster, the Employee will be assigned to a shift after all other Employees have exercised their bid.

Immediately after the shift selection process is completed, the furlough draw shall take place for all Employees assigned to the command.

- E. Probationary Sergeants. Probationary sergeants may be assigned to shifts at the discretion of management. Upon conclusion of the probationary period (normally one year), their positions shall be considered vacant and another sergeant may bid for the position. If filled, the position will be filled in accordance with the terms of this Article.

- F. Re-bidding. On the Wednesday nearest to March 15 of each year, there shall be a re-bidding procedure conducted in conformity with the provisions of this Article. Assignments secured as a result of the annual re-bid shall be effective at the commencement of the fourteen day work period, which occurs on or after April 1.
- G. Filling of Vacancies. When shift vacancies occur, or when the Department increases the number of Employees on a shift after the bidding process takes place, the following procedure will be used:
- a. An Employee seeking a change in shift assignment shall file a Department form entitled "Shift Assignment Request" with the Commanding Officer, which indicates the requested shift.
  - b. An Employee may have on file at the same time two (2) "Shift Assignment Request" forms.
  - c. The Department shall maintain an updated list of shift assignment requests, arranged in seniority order by shift, which shall be posted in the space provided by Article 17.A.
  - d. All "Shift Assignment Request" forms shall expire on the date of the rebidding established in Section F.
  - e. "Shift Assignment Request" forms shall not be used for job assignments other than regular shift assignments.
  - f. Shift assignment vacancies, if and when filled, shall be filled by offering the opportunity to the most senior person on the list and so on until that shift assignment is filled.
  - g. An Employee may decline an offered shift assignment, and such declination shall not preclude the Employee from retaining any "Shift Assignment Request" on file.
  - h. This section does not limit the Department's prerogative to assign and/or reassign any Employee or probationary Employee to any shift.
  - i. The operation of this Section shall not result in displacement of Employees from a shift.
  - j. While these procedures generally set forth the process for filling shift vacancies within the precincts, the Department shall have discretion to determine when a "shift vacancy" exists for purposes of determining whether the process set forth in this Section applies to a particular situation.
- H. Shift Exchanges. Employees may by mutual agreement exchange daily shift assignments with another Employee of the same rank with the approval of their respective immediate supervisor(s). Such approval shall not be unreasonably denied.

- I. Temporary Shift Changes. Daily shifts may be changed, on a temporary basis, for any operational reason.
- J. New Transfers. Employees transferring into an entity listed in Section C, whether a voluntary or involuntary transfer, and assigned to a shift supervisor position, shall be assigned to a shift, provided there are no “Shift Assignment Request” forms on file from a more senior Employee for that shift. The Employee transferring into the command shall not be entitled to displace another non-probationary Employee from a shift.
- K. Involuntary Fixed Shift Reassignment. In the event that it becomes necessary to make an involuntary fixed shift reassignment, the following procedures shall be followed.
  - 1. The Employee having the least seniority in rank on the shift to be reduced shall be reassigned.
  - 2. Upon request, the Employee being involuntarily reassigned may exercise the right to displace the least senior Employee of the same rank on another shift.
  - 3. This section does not limit the Department’s prerogative to assign and/or reassign an Employee or probationary personnel to any shift.
- L. Limited Duty. Except as required by applicable law or this Agreement, a member shall not be involuntarily reassigned to another shift on a permanent basis due to being displaced by a member on limited duty. The preceding sentence does not affect the Department’s right to make temporary daily shift changes.
- M. Precinct Closing or Consolidation. In the event that any precinct is closed or consolidated with another precinct, the City will meet and confer with the Association prior to determining shift assignment procedures.

## **23. TRANSFERS**

- A. Transfer Requests – Precinct Patrol.
  - 1. Transfers between Precinct Patrol locations will be made using a Department transfer list maintained by the Personnel Unit. Such list will be created from transfer requests submitted by Employees on form DPD #402. Separate lists should be maintained for each rank.
    - a. Transfer requests will be valid for a period until October 1st of each year. Continuation requests may be submitted on or after September 1st.
    - b. Whenever openings occur in precincts, sections or units, the Employee to be transferred will be selected from the transfer list based upon knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and seniority. When all other qualifications are equal, the

senior qualified Employee who submitted a transfer request will be selected.

- c. Employees submitting transfer requests will not be unreasonably denied placement on the transfer list. To deny an Employee's request, the Department must verify with factual information that the Employee is not qualified for the requested transfer. Such decisions may be appealed utilizing the grievance and arbitration procedures set forth in this Agreement.
  - d. With the exception of releasing information pertaining to a current criminal investigation, an Employee who is denied placement on the transfer list will be advised in writing of the reasons for such denial upon request.
  - e. The Employee will be notified of the result of his request for transfer within thirty (30) days of the submission of the form DPD #402.
- 2. Should the need arise for a temporary assignment from one precinct patrol location to another, the temporary assignment may not exceed one hundred and twenty five (125) working days. At the expiration of this period, the Employee will be immediately returned to his former position. In no event shall the Department utilize temporary assignments to circumvent the transfer provisions of this Section. The parties further stipulate that the Department's authority to make temporary assignments under this Section must be exercised reasonably.
  - 3. Notwithstanding the foregoing, the Chief of Police has the right to permanently transfer an Employee from one precinct patrol location to another based upon good cause shown upon review of the entire case.
  - 4. Once placed on a DPD #350, the Commanding Officer of the transfer requested entity may, upon request, have the Employee removed from the transfer list to that entity.
- B. Blue Slip Units. Notwithstanding any provisions in this Agreement that could be construed to the contrary, the Chief of Police may make transfers involving Blue Slip units at his or her sole discretion. The Department shall provide the Association with a list of current Blue Slip units as of the Effective Date of this Agreement. From time to time, the Chief of Police may designate other units as Blue Slip Units, provided that a precinct patrol unit may not be designated as a Blue Slip Unit. The Chief of Police, or his or her designee, will meet and confer with the Association before designating a unit as a Blue Slip Unit.

## **24. SCHEDULED DAYS OFF/WORK WEEK**

- A. A prescheduled temporary absence from duty for twenty-four (24) hours duration will be defined as a Scheduled Day Off unless otherwise designated by the Department.



- B. An Employee working eight (8) hour shifts will be entitled to four (4) Scheduled Days Off in each eighty (80) hour pay period. An Employee working ten (10) hour shifts will be entitled to six (6) Scheduled Days Off in each eighty (80) hour pay period. An Employee working twelve (12) hour shifts will be entitled to seven (7) Scheduled Days Off during each eighty (80) hour pay period.
- C. Scheduled Days Off will be posted seven (7) days prior to the end of the current work period. After having been posted, Scheduled Days Off will be changed only by mutual consent of the Employee and the Department except when Scheduled Days Off are canceled because of an emergency.
- D. When an emergency makes it necessary for an Employee to work all or part of a Scheduled Day Off, the Employee will be compensated in cash or compensatory time at the prevailing overtime rate.

## **25. OVERTIME**

- A. Prior to any fiscal year all Employees will be required to sign a list indicating their preference to be paid in cash or compensatory time for overtime worked. Once an Employee elects or does not elect to take time instead of cash payment, he is restricted to that choice for the entire fiscal year. All overtime will be credited at the rate of time and one-half. For the first seventy-five (75) hours of overtime work in a fiscal year, for which there is one hundred twelve and one-half (112 ½) hours of credit, the Employee shall have an option of receiving compensatory time instead of payment in cash. All overtime beyond the first one hundred twelve and one-half (112 ½) converted time hours must be paid in cash. However, in any fiscal year, not more than one hundred twelve and one-half (112 ½) converted time hours may be earned as compensatory time as a result of overtime worked. Furthermore, such overtime shall be paid in cash rather than granting compensatory time where necessary to comply with F.L.S.A. requirements.
- B. Overtime shall be calculated on the following basis:
  - 1. An Employee will be entitled to an Overtime Premium for all compensable hours of work in excess of eighty (80) in a single two (2) week pay period. For purposes of computing overtime, meal periods will not be deemed to be compensable or counted as time worked for the purposes of computing overtime unless the Employee is denied such period by competent authority. The tour of duty will include time spent at the normal line-up or roll-call. The normal line-up or roll-call will be deemed to consist of fifteen (15) minutes at the beginning of a day's tour and fifteen (15) minutes at the end of the tour. Although the last fifteen (15) minutes of the tour is the off-duty line-up or roll-call, overtime credit will include those fifteen (15) minutes when an Employee is required to work beyond that time.
  - 2. An Employee will be entitled to an Overtime Premium for all compensable hours of work on a leave day, as defined in this Article.

3. When an emergency makes it necessary for an Employee to work all or part of a furlough or leave day, excluding court appearances, such time shall be considered as overtime. Any furlough or leave day for which overtime credit is given shall be canceled.
  4. In no case shall overtime or other premium compensation be pyramided, duplicated, compounded or paid twice for the same hours of work.
- C. Unless additional compensation is required by the FLSA or some other wage and hour law, the Overtime Premium will be computed by dividing the Employee's annual salary by 2080 and multiplying that quotient by 1.5. In those cases where an Employee works overtime and is entitled to receive a shift premium, the shift premium rate of pay for overtime hours worked will be determined by multiplying the rate of the applicable shift premium by 1.5.
- D. To the extent any subsequent CBA between the parties provides for longevity payments, the parties may consider incorporating the language in the Article 25, Section C of the 2009-2013 collective bargaining agreement as a potential guideline for calculating overtime in such subsequent agreement.
- E. Overtime assignments shall be offered on a rotating basis commencing with the lieutenant or sergeant with the greatest departmental seniority, in rank, by unit, by shift. Employees who refuse overtime assignments shall be charged on the list as having refused and considered the same as having worked. In the event a sufficient number do not accept the overtime assignment work, the remaining assignments shall be made by using reverse seniority. Lists showing all overtime assignments shall be posted in each precinct and bureau. Lists shall be kept up-to-date and shall cover the period of July 1 through June 30.
- F. Emergency and Pre-Scheduled Overtime

When faced with a supervisor shortage, one of the following procedures must be followed:

### **Emergency Overtime**

If the Department has been notified of the shortage with less than two (2) hours notice before the work schedule is to start, then filling of the vacancy can be accomplished by shifting Employees' assignments, or permitting overtime to be worked by a supervisor on the off-going shift.

### **Pre-Scheduled Overtime**

If the Department has been notified of the shortage with two (2) or more hours notice before the work schedule is to start, then filling of the vacancy should first be attempted by shifting personnel from one assignment to another. On-duty supervisors in all commands can be considered for this purpose. If it is not possible to meet service needs by such shifting, then overtime work will be required but the same must be offered in the following order:

First, by seniority order amongst Employees of the rank of the vacancy, in the unit of the vacancy, and on the shift of the vacancy. Such is to be done by telephone canvassing of the Employees in said category who are on leave for the day.

1. In the event that such an Employee on leave is contacted and agrees to work the overtime, said Employee is to be informed that he MUST appear for duty no later than the regularly scheduled start of the shift (15 minute roll call period in optional depending on circumstances and the Employee's wishes); furthermore, if his services will be needed for less than a full eight (8) hours (as in cases when he may be needed only until the power shift supervisors report for duty), then he shall be notified of same over the telephone.
2. In the event the Employee contacted does not arrive at the time agreed to, an on-duty supervisor selected by seniority rotation may work overtime. If the Employee on leave (the one who was called at home) arrives later, the Employee working overtime is not to be replaced by the other Employee. The other Employee will not work.
3. If phone contacts do not produce a supervisor on leave willing to work, then the work can be offered to a supervisor selected from seniority order off of precinct-wide seniority list. Also, depending upon needs, the overtime in such cases may be ended prior to the end of the shift with the vacancy (see paragraph 2 above).

### **Overtime Rotation List**

The following guidelines will be adhered to with respect to accounting for overtime that is worked: There shall be a seniority roster for each rank on each shift, and the roster shall be kept up-to-date.

1. Employees who elect to accept the offered overtime do not fall within the Department payroll category "Recall Compensation" and the contractual provisions concerning such are not applicable. Also, no minimum amount of overtime is to be guaranteed beyond that agreed to on the telephone.
2. Employees who refuse the overtime or who cannot report for duty by the start of the shift will lose their turn on the overtime rotation list and will not again be offered overtime until their name is again reached in seniority order.
3. Employees who cannot be contacted by telephone (one attempt) shall be listed as "unable to contact" (UTC) and shall retain their rotation position.
4. Limited duty personnel will not normally be offered overtime, however, such a Employee shall not lose his position on the overtime roster. The Department may offer overtime to an Employee, who can fill the position needed, even if he is on limited duty.
5. Employees on furlough shall not be eligible for overtime opportunities. The fact that they are on furlough shall be entered on the overtime roster. Employees

being carried court time will be offered the overtime provided such days are not used in conjunction with a furlough.

6. Employees being carried sick or disabled on the preceding day need not be contacted, unless such Employee has notified his work location that he is ready for duty and will report for his next scheduled tour of duty. Sick or Disabled will be entered on the overtime roster.
7. The Association delegate and the Platoon 2 shift lieutenant will verify the overtime roster after each selection.

## **26. COURT TIME**

- A. A minimum of three (3) hours credit at time and one-half shall be credited for each off-duty court appearance, except as specified herein. When an officer who is on duty is directed to appear in court and that court appearance extends beyond his normal off duty time it shall be recorded as overtime and not as off-duty court time. Off-duty court appearances for a period of less than forty-five (45) minutes, which about a prescheduled shift may be treated as either overtime or court time at the option of the Department. An Employee's regularly scheduled working hours shall not be changed to circumvent this provision for payment for off-duty court appearances.
- B. In each fiscal year, the first forty (40) hours of straight time earned as off duty court time (60 hours at time and one-half) shall be compensatory time. All off duty court time earned in excess of the sixty (60) converted hours shall be paid in cash. Furthermore, such off duty court time shall be paid in cash rather than granting compensatory time when necessary to comply with F.L.S.A. requirements.

Employees shall have the option to indicate, on each court appearance turned in, to be paid in cash or credited with compensatory time.

- C. Normally, Employees shall not be required to attend court on their leave days or during their furlough period. In the event that court attendance may be required while he is on leave or furlough, an Employee may be carried on duty or off duty, at his option, while on Platoon No. 2.
- D. Employees not assigned or working downtown shall be reimbursed for their parking fees if the following procedure is followed. When the police lot is filled, the Employee shall show the lot attendant his court appearance slip and receive a parking Fee Reimbursement Authorization form. The Employee shall be reimbursed monthly by the Accounting Office via department mail.
- E. An Employee subject to disciplinary suspension pursuant to Article 10 may elect to use compensatory time, deducted from him/her compensatory time bank, in lieu of the loss of actual work days resulting from the suspension.

## **27. METHOD OF COMPENSATION**

- A. Regular wages shall be paid on a bi-weekly basis.
- B. Overtime and premium payments shall normally be paid in the pay period following the pay period in which they are earned.

## **28. OUT-OF-CLASS PAY**

The City will pay “out-of-class pay” after an Employee is officially assigned to perform the duties of a higher rank for a period of thirty (30) consecutive days in a budgeted position available in the current Police Distribution of Personnel Budget Allowance. Such out-of-class pay shall be retroactive to the first day of such assignment. For the purpose of this article, the meaning of “officially assigned” shall mean that assignment which is made by the Chief of Police.

Before an out-of-class assignment is made, the Commander or Deputy Chief shall submit a request on D.P.D. #31, Inter-Office Memorandum to the Chief of Police, explaining the reasons for the assignment, the Effective Date, the duration, and the date on which the officer will qualify for the out-of-class pay (if approved, such pay shall be retroactive to the first day). If the request is denied, the officer involved will be advised of this status, and a new assignment will be granted upon the Employee’s request.

## **29. SHIFT DIFFERENTIAL**

Shift premium shall be paid to all Employees whose regular tour of duty begins within the hours prescribed as follows and in the amounts as set forth herein: If the tour of duty begins between 11:00 a.m. and 6:59 p.m., the rate of shift premium pay is fifty cents (55¢) per hour. If the tour of duty begins between 7:00 p.m. and 3:59 a.m., the rate of shift premium is sixty cents (60¢) per hour.

The shift premium is paid to an Employee in addition to his base rate of pay, for the regular tour of duty starting within the hours designated above, and any overtime hours worked in conjunction with an afternoon or midnight shift.

## **30. LONGEVITY PAY**

There will be no longevity payments during the term of this Agreement.

## **31. ROLL-CALL PREPARATION TIME**

The City agrees not to require sergeants and lieutenants to report for work twenty (20) minutes prior to roll-call unless they are being paid for roll-call preparation time.

Roll-call preparation time will be paid as twenty (20) minutes of overtime for those so assigned.

Except in the districts, the number so assigned will be determined as needed by the commanding officer but will not exceed three (3) for each formal stand-up, on duty roll-call. The number assigned to roll-call preparation in the districts will be three (3).

The assignment of roll-call preparation time will be rotated among supervisors insofar as is practicable.

### **32. DISABLED TIME**

- A. Disabled time is time not worked when an Employee has sustained an injury or illness in the performance of duty.
- B. During periods of disability, Employees remain fully accredited in that they continue to draw their regular salaries, accumulate sick leave and furlough time and all other benefits, and are subject to the rules and regulations of the Department insofar as their condition permits.
- C. The Employee shall not be returned to duty if he/she is unable to properly perform his/her assigned duties.

### **33. PRECINCT PATROL SUPERVISORS**

- A. Each Patrol Sergeant working on any shift may select, at his/her option, an on-duty police officer driver of his choice.
- B. A Sergeant will not be dispatched as a primary response unit unless accompanied by a sworn officer.

### **34. SERVICE WEAPON**

All Employees with a full service retirement will be provided with their department-issued service weapon at no charge. An Employee will have no more than thirty (30) days after separation to make such request to the Chief of Police. The Department may refuse to give an Employee his or her weapon for good cause shown. Good cause will be established where an Employee has pending criminal charges or has been convicted of a crime, is subject to departmental investigations or psychological restrictions. Employees who are involuntarily discharged will not receive a service weapon.

### **35. SICK LEAVE**

- A. Sick Banks. There are two sick banks, current sick bank and seniority sick bank.
  - 1. Current sick bank is designated as that sick time accumulated at the rate of one (1) day for every calendar month in which an Employee has been credited for not less than eighteen (18) paid time days, excluding overtime. Effective June 30, 1998, the current sick bank shall accumulate without limitation.

2. Every Employee who has a current service status for a full fiscal year shall be credited with five (5) days in his seniority bank on July 1 of each year.

However, if an Employee retires with 25 years of service and has failed to qualify for the additional five (5) days because of appointment date, five (5) additional sick days will be added to the bank solely for the purpose of paying unused sick leave pursuant to Section L of this Article. Effective July 1, 1998, the seniority sick bank shall accumulate without limitation.

- B. Sick Time Credit. The term “sick time” shall be defined as absence due to illness or injury of the Employee, to exposure to a contagious disease, and to the attendance upon immediate members of the family of the Employee of the Department living within his household, including husband, wife, children, father, mother, sister, brother, and relatives living in the same household regardless of degree of relationship. The granting of sick time for attendance upon these relatives is not limited to any given number of days per fiscal year; however, no more than three (3) days will be granted in one instance. This sick time is granted to permit the Employee to make arrangements for care of the ill person so that he may return to duty. When it comes to the attention of the Department that an Employee is abusing sick leave, the Chief of Police may cause an investigation to be initiated. Such investigation may result in disciplinary action, consistent with this Agreement.
- C. Deductions from the Sick Bank. Sick banks, both current and seniority, are designed to provide for non-duty connected illness or disability. No deduction from either current or the seniority sick banks will be made for any sick time resulting from a service-connected illness or disability which is certified by a physician designated by the Department.

Sick time will be charged first to the current sick bank and secondly, to the seniority sick bank, in periods of not less than half-days.

When an Employee starts his shift but is unable to finish the shift because of sickness, sick time will be deducted in the following manner. If less than four (4) hours has been worked, the Employee will be charged half a sick day and credited with half a work day. If four or more hours have been worked from the beginning of the shift, the Employee will be credited with a full work day.

During a period of illness, only that time which would be actual working time will be deducted from the sick bank. Illness or injury during furlough time may be changed to sick time in lieu of the Employee’s furlough, provided such illness or injury during the furlough will be reported forthwith to the Employee’s commanding officer and to a physician designated by the Department. Such illness or injury will be verified by the physician designated by the Department. The unused portion of the Employee’s furlough will be rescheduled and used immediately following recovery from the illness or injury, which made the change necessary.

- D. Reporting Illness or Disability. When any Employee becomes sick, the officer in charge must be notified without delay and informed where the Employee is confined. If an

Employee is hospitalized, the officer in charge shall be notified and will cause a physician designated by the Department to be notified, during the next regular office hours, of the nature of the illness and the hospital to which the Employee was admitted. Employees unable to report for duty because of sickness shall have their duty station notified not less than one (1) hour before roll call daily, in order to remain in a sick status. An Employee calling in sick in accordance with this provision will not be allowed to work until his next scheduled tour of duty. Under normal circumstances, a physician designated by the Department will not make visits to an individual Employee's home. When attending a sick officer, a physician designated by the Department shall issue him a notice stating the nature of the illness and whether or not the officer shall remain off duty. The notice must be turned in to the commanding officer when the Employee returns to duty.

Employees on extended sick leave (more than three work days) are required to keep their commands informed of their incapacity and expected date of return. In this instance, the Employee shall not be required to call in daily as specified above. Employees on sick leave of thirty (30) days or more may be ordered to obtain verification by a physician designated by the Department.

- E. Limited Duty. Officers placed on limited duty by a physician designated by the Department will report immediately with their limited-duty authorization slip to an appropriate command designated by the Chief of Police. Said command will determine an appropriate limited duty assignment and notify the Employee's commanding officer. Limited duty assignments are made by the Chief of Police under the authority granted by Article VII, Chapter VIII, Section VI, paragraph (4) of the City Charter and are subject to the limitations thereof.

The number, location, and duration of restricted duty assignments, as well as whether a restricted duty assignment vacancy exists, will be within the discretion of the Department.

The Department may give preference for restricted duty assignments to those Employees whose injury or illness is determined to have occurred in the line of duty over Employees whose injury or illness is determined to have occurred not in the line of duty. When the Department determines that the number of restricted duty Employees exceeds the available number of restricted duty assignments, in accordance with the limitations enumerated below, Employees having or seeking a restricted duty position for a non-duty related medical condition may be required to utilize sick time benefits. An Employee who is required to utilize sick time benefits by operation of this paragraph but who has no accumulated sick time will be allowed to use other accumulated time to cover the absence.

When an Employee having a non-duty related injury or illness is displaced from a restricted duty position, or when no restricted duty position is currently available, the Employee will be placed on a waiting list for assignment to an available restricted duty position. Placement on this waiting list will be by departmental seniority and placement



in restricted duty positions will be made in seniority order provided the Employee is able to perform the duties of the particular restricted duty position.

Notwithstanding the provisions of this Article, Employees on restricted duty for a non-duty related injury or illness and who are able to perform the duties of their regularly assigned job will not be subject to being displaced by either an Employee having a duty related injury or illness or by a more senior Employee having a non-duty related injury or illness.

The Department will maintain a continuous listing of those Employees who are on restricted duty which will indicate their duty assignment, seniority date, whether the status is for a duty or non-duty related reason, and other relevant data the parties may from time to time agree upon. The Department will provide the Association with a copy of the list on any day that a change has been made.

Nothing in this Article will affect the right of the Department under the Charter of the City of Detroit to refer Employees for duty or non-duty disability pensions.

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

- F. Determination of Sick or Disability Status. It is the responsibility of a physician designated by the Department to determine whether the illness or injury of an Employee is duty incurred. When an Employee sustains an original injury in the performance of duty during his regular duty hours, and is unable to complete his tour of duty, he shall be carried disabled. At all other times, he shall be carried sick until a final determination is made by a physician designated by the Department. Under no circumstances shall the status of an Employee being carried sick or disabled be changed in the time book or other Department records without the written authorization of a physician designated by the Department. A physician designated by the Department shall authorize such change by preparing an inter-office memorandum. Employees are automatically assigned to Platoon Two while disabled.
- G. Report for Duty When Ordered. Any Employee reported fit for duty by a physician designated by the Department who does not report at the roll call indicated by the physician will be considered absent without leave.
- H. Return to Duty. To assure proper health safeguards for Department personnel, Employees who are ordered off duty by a physician designated by the Department due to illness or injury, whether service connected or not, will not be returned to active or limited duty assignments without being certified for such assignment by a physician designated by the Department.
- I. Illness or Injury Services. In non and/or post emergency cases, police personnel who have incurred a service connected illness or injury must obtain approval from a physician designated by the Department before securing any type of medical attention or treatment

for the illness or injury, including x-rays and dental care. The Department will not be liable for costs so incurred unless prior approval is obtained.

Officers who are duty disabled or on limited duty will report for physical examinations when directed by a physician designated by the Department. Furthermore, as a condition for continuing disabled or limited duty status and the benefits thereof, the officers must submit to all reasonable examinations ordered by the Department. Failure to do so will lead to immediate termination of such status and benefits.

- J. Depletion of Sick Banks. If an Employee is unable to perform police duties when all his sick banks are exhausted, he shall be dropped from the payroll unless he is eligible for non-duty connected retirement benefits. An Employee exhausting his sick banks who has completed five (5) or more years of service and who is otherwise eligible for non-duty connected disability retirement, may be retired at his own request or at the request of the Chief of Police subject to the approval of the retirement board.

An Employee may apply for reinstatement within two (2) years of being removed from the payroll if he recovers sufficiently from his illness or injury to return to duty. He may be reinstated in the same status as when he left upon proper certification by a physician designated by the Department and appointment by the Chief of Police.

- K. Bonus Vacation Days. Bonus vacation days are granted for unused current sick time. Officers who have accumulated a minimum of fifty (50) sick days including both current and seniority days and have a minimum of six (6) years of service on July 1st of each year will be credited with one-half of the unused current sick time from the previous fiscal year up to six (6) days. An officer may request to take his bonus vacation days in any sequence by submitting a request in writing to his commanding officer. This request will be reviewed for the availability of personnel by his commanding officer. The Department must ensure that bonus vacation days are expended proportionately throughout the year and are not carried until the last months of the fiscal year; therefore, on May 1st, the commanding officer may assign the remaining bonus vacation days at his discretion. Bonus vacation days that are not used prior to the end of the fiscal year will be lost, except that an Employee may carry over up to two unused bonus vacation days to the next year. Seniority will be a prime consideration when several officers request the same period of time off. When granted time off, bonus vacation days will be deducted from an Employee's bank before compensatory time is deducted.

- L. Retirement and Death Sick Leave Payment. Immediately preceding the Effective Date of an Employee's retirement, exclusive of duty and non-duty disability retirement, or at the time of an Employee's death, he or his estate shall be entitled to pay for his unused accumulated sick banks as follows:

An Employee shall receive full pay for 50% of the unused accumulated sick bank amounts.

Effective July 1, 2003, an Employee shall receive full pay for 70% of the unused accumulated sick bank amounts.

Effective July 1, 2008, an Employee shall receive full pay for 85% of the unused accumulated sick bank amounts.

If an Employee is granted a duty or non-duty disability retirement, he shall be entitled to a reimbursement of unused sick time according to the preceding formula, upon attaining his normal full duty retirement date and petitioning the Chief of Police for such reimbursement.

M. Regularity in the Use of Sick Leave Benefits

1. General. The Detroit Police Department is responsible for providing efficient law enforcement services. Maximum attendance is required from all Employees if this responsibility is to be fulfilled.
2. It is, therefore, necessary to identify and correct Employees who have developed a pattern of regularity in the use of their sick leave benefits. Therefore, all commanding officers are to review the records of their Employees quarterly: each January 10th, April 10th, July 10th, and October 10th.
3. Counseling Regarding Regularity in the Use of Sick Leave Benefits. Upon review, the commanding officer shall counsel subordinates whose records show such an indication. The counseling session shall include a discussion of the pattern observed to date, and the Employee's reason for absences. Where appropriate, the commanding officer shall explore positive future courses of available action with the Employee in an effort to assist the Employee in adopting corrective measures. At the end of the counseling session, the commanding officer shall prepare a detailed report of the meeting and attach the report to the Employee's Detroit Police Department Attendance Card, D.P.D. 350-C. A copy of this report shall be provided to the Employee. Note, however, that said counseling does not constitute disciplinary action and as such may not be noted in the Administrative Counseling Register. Further, said detailed report shall be removed from D.P.D. 350-C at the end of six months providing no further corrective action has been necessary since the initial counseling session with the Employee.
4. Continued Pattern of Regularity in the Use of Sick Leave Benefits. If counseling does not produce improved attendance, and the commanding officer, after meeting with the Employee, determines that no satisfactory reason exists which would justify said continued regularity in sick leave usage, the commanding officer shall personally serve the Employee with a Notice of Regularity in the Use of Sick Leave Benefits, D.P.D. 350, and forward the necessary copies as outlined on the form. The commanding officer shall inform the Employee of the requirement to obtain documentation of the illness or of the illness of a family member, which necessitates the Employee's absence from work. This documentation shall consist of a statement from a physician concerning the illness for each sick day taken during the next three month period. This requirement must be strictly adhered to during said period of time, except where the

commanding officer is convinced that a reasonable basis exists for not requiring a physician's note in conjunction with a particular absence. The Employee will also be advised that said physician's documentation shall be submitted on D.P.D. 350-A, or an equally detailed doctor's note, and shall be presented to the Employee's section commanding officer within three days after returning to duty. This documentation is subject to the review of the Department physician. Commanding officers shall ensure that the copy of D.P.D. 350-A, which is submitted by the Employee is forwarded to the Medical Unit forthwith for retention.

An Employee unable to perform police duties because of injury or while recuperating from an illness may absent himself from his home while sick. This right shall not apply to an Employee who has been properly served with D.P.D. 350-A and is under the provisions of D.P.D. 350 as stated above. Such an Employee, if being carried sick for any reason set forth in Section B must secure permission from the officer in charge of the unit to which he is assigned, or if his unit is closed, the precinct in which he resides, to absent himself from his place of confinement. This restriction does not apply on leave days or non-duty hours.

No Employee shall be required to substantiate his illness or that of a member of his immediate family with respect to medical verification until the Department has complied with the provisions of this Article.

The commanding officer shall further advise the Employee that failure to satisfactorily comply with the regulation will result in the designation of each working day taken as "Sick" to "Absent No Pay." The commanding officer shall also advise the Employee that unless attendance improves, disciplinary action may be imposed.

5. Improved Attendance. An Employee placed on a D.P.D. 350 will have his attendance reviewed on a quarterly basis and will be removed from the restrictions of the provision upon a showing of improved attendance within the meaning of the following definition.

"Improved attendance" as used herein shall mean that the Employee has consistently and reliably demonstrated the capacity to provide proper and sustained attendance within the meaning of this Article. For purposes of interpreting the preceding sentence, the word "sustained" shall be construed to mean an improvement, which demonstrates that the abuse has been eliminated.

6. Extended Medical Treatment. Employees who document that their illness requires treatment on a regular basis may submit D.P.D. 350-A for that ailment on a semi-annual basis. The Department physician, however, may want further verification concerning said ailment, and accordingly the Employee may be required to see the physician.

7. Failure to Present Documentation by a Physician. If failure to comply with the regulation set forth on D.P.D. 350 occurs, the section commanding officer shall personally serve the Employee with a Notice of Failure to Present Documentation by a Physician, D.P.D. 350-B, and shall forward the necessary copies as outlined on the form. A Designation of “Absent No Pay” will be entered in timekeeping records.
8. Appeals. Any Employee may file a grievance to protest any alleged improper action taken under the attendance control program, including allegedly improper counseling, the placement of an individual on attendance control procedures, the failure to remove a person from initial counseling or attendance control procedures, or the imposition of an “Absent No Pay” day. If the grievance is granted, the arbitrator shall be empowered to provide an appropriate remedy, including reimbursement of expenses for medical visits ordered by the Department.

### **36. FUNERAL LEAVE**

- A. If a death occurs among the Employee’s immediate family such Employee will be granted three (3) days funeral leave, not to be deducted from his sick bank provided that such leave may be extended to five (5) days within the discretion of the unit commanding officer based on individual circumstances.
- B. The immediate family is defined as wife, husband, son, daughter, brother, sister, father, mother, step-father, step-mother, or other relatives that are members of the Employee’s household.
- C. If a death occurs among the relatives of the Employee, such Employee will be granted one (1) day funeral leave not to be deducted from his sick bank.
- D. Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law, uncle, aunt, mother-in-law, or father-in-law.

### **37. HOLIDAYS AND EXCUSED TIME**

- A. Schedule of Holidays. Employees will be entitled to the following holidays:

New Year’s Day	January 1st
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veterans’ Day	November 11th

Thanksgiving Day

Fourth Thursday in November

Christmas Day

December 25<sup>th</sup>

- B. Holiday Premium. The Holiday Premium rate will be double time (2X) for all Employees who work on a holiday in addition to the regular day's pay.
- C. Holiday work opportunities will be extended to Employees on furlough as specified below:
1. Employees on furlough when a holiday occurs shall be offered an opportunity to work the holiday if their names are reached on the roster. If the Employee accepts the opportunity, the entry made on the holiday roster shall be the same as if the holiday had been worked while not on furlough. In order to assure that the holiday scheduling of such Employees can be properly managed, prior to starting their furlough or prior to the minimum posting date, whichever is earlier, the Employees must inform their immediate supervisor in writing whether or not they desire to work the holiday.
  2. Employees on furlough when a holiday occurs, and who decline their opportunity to work, shall not be considered as having refused holiday work and shall be entered on the roster as "Holiday Furlough" (HF).
  3. Employees will be required to utilize the standard number of leave days (5) with the furlough unless waived by mutual consent of the Employee and the Department.
  4. When a holiday falls on one of the attached leave days granted in connection with a furlough, the Employee will have the option of working the holiday if:
    - a. The holiday roster rotation shows the Employee is in the rotation to work the holiday; and
    - b. Prior to starting a furlough, the Employee has informed the immediate supervisor in writing whether or not he desires to work the holiday.
  5. When a holiday falls on any one of the attached leave days granted in connection with a furlough and the holiday roster rotation shows the Employee is in the rotation to work the holiday and:
    - a. the Employee has chosen not to work the holiday; or
    - b. has not given written notice concerning his desire to work the holidaythe Employee shall be carried as Holiday Furlough (HF) as opposed to Holiday Refused (HR).

D. Scheduling Holidays for Lieutenants, Sergeants, Investigators, and Detectives.

Under normal circumstances, holiday assignments will be posted seven (7) calendar days prior to the holiday. When two (2) holidays fall within a fourteen (14) day period, assignments for the second holiday will be posted a minimum of two (2) days in advance of that holiday. Should a position become available after the holiday detail is posted and the Department decides to fill that position, the next eligible Employee(s) will be polled to work the holiday.

Once the holiday assignments are posted within the minimum contractual posting time it may be changed only to correct an error or to fill a vacancy and after notice to the precinct or section delegate. An affected Employee shall be notified of the change as soon as possible.

Each July 1, a Holiday Work Roster, D.P.D. 592, shall be prepared for purposes of scheduling holiday assignments. Holiday work rosters pertaining to lieutenants, holiday work rosters pertaining to sergeants, holiday work rosters pertaining to investigators, and holiday work rosters for detectives, shall have a continual rotation, which will not start anew each July 1. These rosters shall be prepared by section, by unit, by section and platoon, or by unit and platoon, as applicable. Rosters will be posted on bulletin boards in each precinct and section. Rosters shall be kept up to date and shall cover the period of July 1 through June 30. New transfers shall be immediately assigned to the appropriate roster according to their seniority. When a lieutenant, sergeant, investigator, or detective transfers, the duty status for the previous holiday shall be taken into consideration regardless of where the member worked or what roster the member was on. Newly promoted personnel will be placed on the roster with no duty status for the previous holiday.

If the holiday assignment has been posted in accordance with the minimum time limits, newly assigned personnel shall be placed on the roster for the next holiday and not considered for the holiday posted unless new vacancies arise prior to the holiday.

Holiday detail sheets are posted in order to give all parties advance notice of assignments and to permit the delegate or the Employee to bring any mistakes to the attention of his or her supervisor in a timely manner. An Employee shall notify his or her immediate supervisor of an error on the holiday detail sheet immediately upon discovery, so that it may be corrected forthwith. If an Employee who knows or reasonably should have known of an error fails to provide such notice of the error to his or her immediate supervisor, the error may be grieved but no monetary award shall be awarded.

Holiday assignments for lieutenants, sergeants, investigators, or detectives shall be offered on a rotating basis using seniority in rank, by unit, by shift.

The following steps shall be utilized for preparing a holiday roster.

1. A supervisor preparing the holiday roster shall list all Employees, in descending seniority order, who will be considered to work that respective holiday. The

removal or addition of names to the holiday roster shall conform with the preceding contractual holiday requirements. An Employee's holiday status for the previous holiday shall be taken into consideration regardless of where he worked or what roster he was on.

2. Once this step is completed, the supervisor shall begin by first selecting, in descending seniority order, the Employees who were carried with a "Special Red Designation" (i.e., Holiday-Furlough, Holiday-Sick, Holiday-Jury Duty, Holiday-Suspended, Holiday-Limited Duty, Holiday-Late Posting, Holiday-Disabled, Holiday-Absent with Leave, Holiday-Funeral Leave) during the previous holiday. When selecting Employees who were carried with a Special Red Designation, the supervisor shall begin at the starting point of the previous holiday and continue through the entire holiday roster once before ending at the current holiday's starting point.
3. Once the Employees with Special Red Designations have been selected, Employees with a red "Holiday" designation shall be chosen, in descending seniority order, beginning at the starting point of the current holiday and shall continue through the entire holiday roster, returning to the current holiday's starting point.
4. Once all Employees with red designations are selected for work opportunities, the continual rotation shall continue from where it left off the previous holiday (the current "starting point"), selecting Employees with black "holiday worked" status, in descending seniority order, until sufficient personnel are obtained.
5. A new cut off point will then be marked immediately following the last Employee selected for a holiday worked opportunity.
6. Entries on Roster. Entries on the holiday roster shall be made in the following manner:
  - a. Worked -W- (Black) - indicates an employee worked the holiday.
  - b. Holiday Refused -HR- (Black) - indicates an employee was given the opportunity to work, but refused.
  - c. Holiday -H- (Red) - indicates an employee was not up to work the holiday and was on holiday.
  - d. Holiday Furlough -HF- (Red) - indicates an employee would have been eligible to work the holiday, but was on furlough or declined to work a holiday which was among the leave days attached to the furlough.
  - e. Holiday Sick -HS- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being sick.



- f. Holiday Disabled -HD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of being disabled.
- g. Holiday Jury Duty -HJD- (Red) - indicates an employee was eligible to work the holiday, but was unable to do so because of jury duty.
- h. Holiday Limited Duty -HLD- (Red) - indicates an employee was eligible to work the holiday, but was not allowed to do so due to the fact that there were no job openings available for an employee on limited duty status.
- i. Holiday Late Posting - HLP - (Red) - indicates an employee was not eligible to work the holiday when the holiday roster was posted but after the posting was asked due to a position becoming available and declined.
- j. Holiday Suspended - HX - (Red) - indicates an employee was eligible to work the holiday but was suspended on the holiday and had disciplinary proceedings still pending or an employee who was serving a suspension of more than thirty (30) days as a result of completed disciplinary action (after all appeals have been exhausted).

An officer serving a suspension of thirty (30) days or less as a result of completed disciplinary action (after all appeals have been exhausted) shall be allowed to work a holiday if eligible.

- k. Holiday Absent with Leave - HAWL - (Red) - indicates an employee was eligible to work the holiday but was on an authorized absence with leave.
- l. Holiday Funeral Leave - HFL - (Red) - indicates an employee was eligible to work but was on funeral leave

If insufficient personnel volunteer to work the holiday on a given platoon, reverse seniority shall prevail and personnel may be ordered to work. In the event sufficient personnel are still not available to meet Department needs, holiday assignments shall be offered to personnel from the remaining platoons. If lieutenants are needed to work, the lieutenants with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If sergeants are needed to work, the sergeants with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If investigators are needed to work, the investigators with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If detectives are needed to work, the detectives with the greatest seniority, in rank, by unit or section as applicable, shall be given the opportunity to work. If insufficient personnel volunteer to work, reverse seniority shall prevail. Lieutenants, sergeants, investigators, and detectives shall not be permitted to change platoons in order to work a holiday except as outlined above.

Employees on limited duty status are entitled to participate in the normal continuous rotation of holiday work opportunities. However, their opportunity to receive an assignment is restricted to those assignments, which can be performed by an Employee

on limited duty. Limited duty positions shall not be created by bumping regularly assigned Employees from their respective regular job assignments.

Employees temporarily assigned out to other commands shall remain on the holiday roster of their parent command and are fully entitled to work a holiday assignment at those commands when their names are reached. Assigned out Employees may also work at the temporarily assigned unit provided first, they are entitled by virtue of their position on the holiday list and second, that they do not replace permanently assigned personnel at the temporarily assigned unit.

- E. Excused Time Days. Employees shall be granted eight (8) hours of “Excused Time” on Good Friday or eight (8) hours on the last scheduled day prior to Good Friday, and eight (8) hours of “Excused Time” on the last scheduled paid day before Christmas Day and before New Year’s Day provided they are on the payroll through the holiday in question. Employees shall also be granted eight (8) hours of “Excused Time” on Martin Luther King’s Birthday. Employees shall be granted eight (8) hours of “Excused Time” on Easter Sunday. Employees required to work any portion of the “Excused Time” on these days will receive equal time off for hours worked or straight time cash at the option of the Chief of Police. No holiday premium will be paid for work on these days.

### **38. VACATION SELECTION AND CANCELLATION PROCEDURE**

- A. Employees shall make their furlough selection in accordance with the established schedule of furlough periods:
1. Drawing for Summer furlough will be conducted on March 20th. Drawing for Winter furloughs will be conducted on September 20th.
  2. Furlough selections shall be based on seniority consistent with the efficient operation of the precinct or bureau.
  3. The criteria for selection of furloughs shall first be rank, then time in rank, and in cases where these factors are equal, by Department seniority.
  4. Administrative Lieutenants and Sergeants, including I.O.U., Patrol Supervisors, and Special Operation Supervisors, shall draw separately.
- B. Leave days added to a furlough shall not be canceled unless the accompanying furlough is canceled.
- C. An Employee who is promoted or transferred conserves the furlough choice he has made.
- D. All units may have ten percent (10%) of their Detective, Investigators, and Sergeants on furlough at any one time unless Management makes a good faith determination that manpower conditions require otherwise. Among other factors, such a decision will in all cases be deemed to be in good faith where the Department is operating at a headcount deficit relative to budgeted headcount.

- E. The annual furlough shall be divided into two (2) seasons, Summer and Winter. Each furlough season shall consist of thirteen (13) furlough periods, corresponding with the bi-weekly payroll periods. Each furlough period shall contain ten consecutive days, which shall begin with the first day of the payroll period. The furlough shall also include the standard number of leave days granted in connection with the furlough.
- F. For furlough periods in the first half of the pay period, the leave days will be attached to the end of the furlough period.

For furloughs taken in the second half of the pay period, leave days will be attached to the end of the furlough period up to the end of the pay period. Employees will then have the option of selecting the remainder of the standard number of leave days (5) if chosen either prior to the beginning of the furlough period or into the subsequent pay period utilizing leave days from the subsequent pay period if they choose.

- G. All Employees will have the option each year of banking one of their two furlough periods. The Employees have the option to forfeit the furlough in lieu of cash compensation or bank the furlough at the minimum wage of the applicable rank.

Such payment will not be included in the computation of average final compensation for pension purposes. Such an option shall be given, in writing, by the Employee at the time of furlough selection. Failure to exercise the option, in writing, at the time of furlough selection shall be a full and complete waiver of the option for that furlough period.

### **39. EMERGENCY OR EXCUSED DAYS**

- A. Personal, emergency, or excused days shall be granted to an Employee for an absence justified by urgent reasons such as attendance to demanding personal business which cannot be normally taken care of outside of working hours.
- B. Not more than five (5) such personal, emergency, or excused days shall be granted in any one fiscal year to an Employee under any circumstances. All personal, emergency, or excused days that are granted shall be deducted from the Employee's accumulated sick bank and will, consequently, affect the accumulation of bonus vacation days.
- C. Any Employee under the restrictions of the attendance control program (D.P.D. 350) shall not be allowed to have emergency or excused days deducted from his sick banks and will be carried Absent No Pay.

### **40. MEAL PERIOD**

- A. Each Employee is entitled to one thirty (30) minute unpaid meal period per eight hour tour of duty. Each Employee is entitled to one thirty (30) minute unpaid meal period and one fifteen (15) minute unpaid meal period per ten (10) or twelve (12) hour tour of duty.
- B. Employees assigned to inside duty shall be permitted, during their meal period, to leave their work locations.

#### **41. UNIFORMS**

- A. Employees shall continue to be provided with uniforms and accessories in accordance with present practice.
- B. Employees shall receive an annual uniform cleaning allowance of two hundred and fifty dollars (\$250) per year payable the first payroll period each fiscal year.
- C. The Department will no longer issue replacement uniforms and accessories. Employees will instead receive a uniform allowance of eight hundred and fifty dollars (\$850) annually for the procurement and maintenance of all of the member's required uniforms and accessories. The Employee shall be responsible for procuring uniforms and equipment according to Department specifications. This allowance shall not include maintenance and procurement of bulletproof vests or other specialty equipment, which the Department shall continue to procure and issue directly to the Employees. Employees shall continue to receive the annual two hundred and fifty dollar (\$250) cleaning allowance. These allowances shall continue to be payable the first payroll period each fiscal year.

#### **42. COPIES OF AGREEMENT**

The City agrees to furnish the Association with an electronic copy of this Agreement and 100 paper copies of this Agreement.

#### **43. HOSPITALIZATION, MEDICAL INSURANCE AND OPTICAL CARE**

- A. During the term of this Agreement, Employees will be eligible to participate in the group medical, prescription drug, dental, and vision plans ("Medical Plans") offered by the City. Unless the parties mutually agree otherwise, the City's 2014 medical plan designs ("Medical Plan Designs") will remain in place during the term of this Agreement. For purposes of this Section, the term Medical Plan Design will collectively refer to deductibles, co-payments, covered services, networks, and third party administrators or insurers.
  - 1. Notwithstanding this section A, the City will promptly analyze providing ScriptGuideRx, Inc. as a pharmacy benefits manager ("PBM") for the self-insured PPO option provided to police and firefighter active employees who enroll for health insurance. The City agrees to include ScriptGuide as a PBM for its self-insured option for active police and firefighter enrollees if (i) the City concludes - in its sole discretion - that ScriptGuide can be provided on a cost neutral or lower cost basis for the City relative to the continued use of Caremark during its first contract year of use and the Contract term, and (ii) following an analysis by the City respecting ScriptGuide's applicable managed formulary, generic utilization, network and co-payment structure, and sharing of that analysis and discussion with the Association, the DPLSA approves the City's use of ScriptGuide as the PBM for its self-insured option for DPLSA, even if the co-pay structure for generic, brand or specialty prescription drugs necessary for cost

neutrality requires higher active employee co-pays for certain forms of prescription drugs. Notwithstanding the above, the City agrees prior to any final determination, that it will meet and confer with the DPLSA to discuss its findings. The City shall determine whether ScriptGuide will be cost neutral or lower prescription drug costs based on the cost for the entire active population. If ScriptGuide is substituted for Caremark, any savings resulting therefore will be determined and distributed in accordance with Section J(1)(b) of this Article.

- B. Employees will be required to make monthly contributions for their benefits based upon the plan and coverage tier selected by the Employee. Monthly contributions will be deducted from Employee payroll disbursements on a pre-tax basis (if authorized by the employee), in accordance with applicable law.
1. For calendar year 2014, Employees' monthly contributions under the City's Medical Plans will remain at the levels in place as of the Effective Date of this Agreement.
  2. For subsequent calendar years during the term of this Agreement, Employees' monthly contributions under the City's Medical Plans will be adjusted annually to the level necessary to maintain an 80/20 proportional share of the cost of the medical coverage, subject to the terms and conditions and limitations set forth in this Article. Under this cost sharing arrangement, the City will pay eighty percent (80%) of the costs of each coverage tier in the City's Medical Plans, and Employees participating in each coverage tier will pay twenty percent (20%) of the costs for such coverage tier. Premiums will be calculated as follows:
    - a. For the Health Alliance Plan ("HAP") health maintenance organization ("HMO") plan, a participating Employee will pay 20% of the premium charged by HAP for his/her coverage tier. Such premiums will be established by HAP, subject to confirmation by an independent enrolled actuary retained by the City ("Enrolled Actuary").
    - b. For the Blue Cross/Blue Shield ("BCBS") preferred provider organization ("PPO") plan, monthly contributions will be set such that Employees in each coverage tier collectively pay twenty (20%) of the costs for that coverage tier. Such monthly contributions will be calculated by the Enrolled Actuary. Monthly contributions will be calculated in accordance with generally accepted actuarial principles, and will take into account claims experience from the prior fiscal year, inflation, actual and anticipated administrative costs, actual and anticipated fees and surcharges (including those associated with compliance with the Patient Protection and Affordable Care Act ("ACA")), and any other relevant costs or factors as determined by the Enrolled Actuary.
- C. C.O.P.S. Health Trust: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in medical benefit plans

offered by C.O.P.S. Health Trust (“COPS Trust”) in lieu of the City’s Medical Plans subject to the following conditions:

1. An Employee who participates in COPS Trust may not concurrently participate in any City Medical Plan.
2. For each Employee who elects to be covered by COPS Trust, the City will make a monthly contribution to COPS Trust that is equal to the lesser of (a) the City’s *pro rata* contribution under the HAP Plan in the corresponding coverage tier (*e.g.* single, two person, family) or (b) the City’s *pro rata* contribution under the BCBS Plan for the corresponding coverage tier. Under no circumstances will the City’s monthly contribution to COPS Trust exceed the City’s monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier.
3. The City will have no obligations in connection with COPS Trust other than to make the payments described in this Section C. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in COPS Trust, and any employee participating in COPS Trust will be responsible for paying any additional monthly premium payments beyond the City’s monthly contribution pursuant to Section C.2 of this Article directly to COPS Trust. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by COPS Trust.
4. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in COPS Trust, any medical plans offered by COPS Trust, including but not limited to any claims for benefits provided to, or denied, City employees by COPS Trust, as well as any and all claims that are in any way related to any acts or omissions by COPS Trust, or its officers, directors, trustees, employees, or agents.

D. VSP: For calendar year 2015 and for subsequent calendar years during the term of this Agreement, Employees may elect to participate in vision benefit plans offered by VSP in lieu of the City’s vision plan subject to the following conditions:

1. An Employee who participates in VSP may not concurrently participate in any City vision plan.
2. For each Employee who elects to be covered by VSP, the City will make a monthly contribution to VSP that is equal to the the City’s *pro rata* contribution under the Heritage vision plan in the corresponding coverage tier (*e.g.* single, two person, family). Under no circumstances will the City’s monthly contribution to VSP exceed the City’s monthly contribution for coverage under the lowest cost City plan for the applicable coverage tier.

3. The City will have no obligations in connection with VSP other than to make the payments described in this Section C. Specifically, the City will not have any administrative involvement whatsoever in connection with employee participation in VSP, and any employee participating in VSP will be responsible for paying any additional monthly premium payments beyond the City's monthly contribution pursuant to Section C.2 of this Article directly to VSP. Under no circumstances will the City be deemed to be an administrator or fiduciary with respect to any medical plans provided by VSP.
  4. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee participation in VSP, any vision plans offered by VSP, including but not limited to any claims for benefits provided to, or denied, City employees by VSP, as well as any and all claims that are in any way related to any acts or omissions by VSP, or its officers, directors, trustees, employees, or agents
- E. Except as provided in this Article, the extent of coverage under the City's Medical Plans will be governed by the terms and conditions set forth in the applicable Medical Plans offered by the City during the term of this Agreement. Plan documents may be modified or amended by the City from time to time in accordance with the terms of the applicable plan documents, provided that such amendments do not violate the terms of this Article. Any questions or disputes concerning any City Medical Plans will be resolved in accordance with the terms and conditions set forth in the applicable insurance policies or plan documents and will not be subject to the Grievance & Arbitration Procedures set forth in Articles 8 and 9 of this Agreement.
- F. The failure of any insurance carrier(s), PBM, or plan administrator(s) to provide any benefit for which it has contracted or is obligated will not result in any liability to the City, nor will such failure be considered a breach by the City of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement will be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to bargaining unit Employees or beneficiaries of bargaining unit Employees.
- G. Except as set forth in this Article, during the term of this Agreement, the City Medical Plans will provide benefits with an actuarial value as determined by the Enrolled Actuary that are at the "Gold" level (i.e., approximate actuarial value of 80%), as defined by the ACA. In the event that the actuarial value of a City Medical Plan's benefits falls below the "Gold" level as determined by the Enrolled Actuary during the term of the Agreement, the City will meet and confer with the Union to discuss potential modifications to the Medical Plan during the subsequent plan year to raise the actuarial value of the benefits to the "Gold" level.
- H. Notwithstanding any provision in this Article that could be construed to the contrary, this Article will not be construed to require the City to fall out of compliance with the requirements Public Act 152 of 2011 ("PA 152"). MCL § 15.561 *et. seq.* The City's

Enrolled Actuary will be responsible for periodically monitoring compliance with the requirements of PA 152. In any event where the Enrolled Actuary determines that the City is reasonably likely to fall out of compliance with PA 152, the City will meet and confer with the Union for a period not longer than thirty (30) days in order to discuss potential modifications to the terms of the Medical Plans or to the allocation of premium payments by the City and the Employees. To the extent the City and the Union are unable to reach an agreement within thirty (30) days, the City may make any necessary modifications to ensure compliance with PA 152.

I. Surviving Spouses/Dependents. Current and future spouses and dependents of bargaining unit employees who are killed in the line of duty will be eligible to continue to participate in the City's Hospitalization, Medical Insurance, Optical and Dental care plans on the same terms and conditions as active bargaining unit members.

J. Retiree Medical Benefits.

1. Retiree Medical Subsidy. The City will contribute the following amounts towards the cost of retiree health benefits for Eligible Retirees (the "Retiree Medical Subsidy"):

- a. On or before January 31, 2015 (and each subsequent January 31 during the term of this Agreement), the City will contribute a total sum of one million dollars and no cents (\$1,000,000.00) to the COPS Trust VEBA to fund retiree medical benefits for City of Detroit employees (and Eligible Retirees) in the bargaining units represented by the DPLSA, the Detroit Fire Fighters Association (DFFA), the Detroit Police Command Officers Association (DPCOA), and the Detroit Police Officers Association (DPOA) (collectively, the "Public Safety Unions"). The amount contributed on behalf of the DPLSA will be determined by: (a) dividing the total DPLSA bargaining unit headcount as of July 1, 2014, by (b) the total active employee headcount in the four Public Safety Unions as of July 1, 2014, and then (c) multiplying the quotient by \$1,000,000.00 (DPLSA headcount ÷ total Public Safety Union headcount) × \$1,000,000.00).
- b. In addition, if, pursuant to the May 5, 2014 Term Sheet, ScriptGuide is substituted for Caremark for DPLSA employees in connection with the self-insured PPO option, no later than 90 days after the close of a calendar year, the City shall direct an independent third party prescription drug audit specialist of the City's choosing-- which may include Remedy Analytics or Trivantage Pharmacy Strategies LLC -- to conduct a PBM pricing audit. The audit specialist shall obtain individual prescription drug claim data and pricing data from ScriptGuide, and a reasonable sampling of similar data from the City employee population that is covered by Caremark, and shall examine the contract provisions and actual pricing application and compare such data. Based on such information and other relevant information as the audit specialist determines, the audit specialist



shall then determine in its sole discretion the extent of the cost savings to the City from using ScriptGuide in comparison to Caremark. The third party audit specialist's determination shall be binding and the union shall not be able to grieve, arbitrate, mediate or otherwise litigate that determination. Any cost savings determined by the third party specialist shall be split 50-50 between the City and the covered employees in the following manner; An amount equal to 50% of the cost savings shall be applied in the year following the determination to retiree health benefits for DPLSA active members.

- c. Any foundation money available to fund medical benefits for Public Safety Union retirees shall also be contributed to the COPS Trust VEBA.
2. No Additional Liability. Other than the Retiree Medical Subsidy, the City shall not be required to pay any additional amounts including, but not limited to start-up costs, to the COPS Trust VEBA, or to pay any other sums (including but not limited to administration expenses), in connection with retiree health coverage for Eligible Retirees during the term of the Agreement. Moreover, the parties agree that COPS Trust shall have sole responsibility for maintaining and investing all funds contributed by the City pursuant to this Article 43, Section J, and shall be solely responsible for determining the benefit design and form, amount, and timing of all benefit payments to Eligible Retirees pursuant to this Agreement, and COPS Trust shall have sole responsibility to ensure that all of COPS Trust's acts or omissions with respect to the provision of benefits to Eligible Retirees comply with applicable law. As such, other than its obligation to timely pay the Retiree Medical Subsidy, the City shall have no responsibility and shall face no liability to any party with respect to the provision of benefits to Eligible Retirees pursuant to Article 43, Section J.
3. Indemnification. The Union agrees to indemnify the City, and hold the City harmless, against any and all claims asserted by employees or third parties against the City or any of its elected or appointed officials, employees, agents, attorneys, or consultants that are in any way related to or connected with employee or Eligible Retiree participation in the COPS Trust VEBA, including but not limited to any claims for benefits provided to, or denied, City employees or Eligible Retirees (or their spouses or dependents) by the COPS Trust VEBA, as well as any and all claims by other persons that are in any way related to any acts or omissions by the COPS Trust VEBA, or its officers, directors, trustees, employees, or agents.
4. Eligibility. Employees who retire on or before December 31, 2014 shall participate in the OPEB settlement available to existing retirees in accordance with the Plan of Adjustment in In re City of Detroit, Case No. 13-53846. Employees who retire and receive pension benefits from the PFRS on or after January 1, 2015 ("Eligible Retirees") shall be eligible for retiree health care benefits from the COPS Trust VEBA as determined by such VEBA and as set forth herein.

#### **44. DEATH BENEFITS AND LIFE INSURANCE**

A. Death Benefits.

The City Code, Chapter 13, Article 8, Section 13-8-8 currently provides a death benefit of \$10,000.00.

1. Membership

Mandatory for regular Employees

2. Contributions

By the City - \$20.70 per year per Employee.

By the Employee - 25¢ per week or \$13.00 per year.

If during the term of this Agreement, the Employee Benefit Board approves an increase in the death benefit eligible for payment to members of the plan, the parties agree that this increased benefit will be applicable to Employees covered by this Agreement.

B. Payment for Employees killed or permanently disabled in the line of duty:

1. A lump sum duty death benefit of \$10,000 shall be paid to the beneficiaries or estate of Employees who are killed or who die as a result of injuries sustained in the actual performance of their duties in accordance with the City Council resolution of August 23, 1977 page 1683, March 2, 1954, page 509 and March 26, 1974, page 627.
2. A lump sum payment of \$10,000 shall be made to any Employee who is totally and permanently disabled from illness or injury arising solely out of the actual performance of his duties. "Totally and permanently disabled" shall be defined exclusively as follows:
  - a. Total and permanent loss of sight of both eyes.
  - b. Loss of both legs or both feet at/or above the ankle.
  - c. Loss of both arms or both hands at/or above the wrist.
  - d. Loss of any two of the members or facilities enumerated in (a), (b), or (c).
  - e. Permanent and complete paralysis of both legs or both arms or one leg and one arm.
  - f. Incurable insanity or imbecility. Claims for this payment shall be made in accordance with the City Council resolution of March 26, 1974, page 627.

Employees who receive a permanent disability under this article shall be ineligible for the \$10,000 Duty Death Benefit described in Section #1, above.

Denial of the \$10,000 Duty Death Benefit may be appealed directly to arbitration in accordance with Article 9 of this Agreement.

C. Group Life Insurance

A group life insurance program for the Employee and his family is available for all members of the Employees Benefit Plan on an optional basis, under the provisions of the City Code, Chapter 13, Article 9.

1. Membership

Optional for members of the Employees Benefit Plan.

2. Contributions

The City shall pay 100% of the premium for insurance up to and including \$35,000 for each member plus \$5,000 for each dependent.

Additional life insurance may be purchased through this plan at the Employee's expense.

Employees and their dependents who are on a duty disability retirement shall be covered by this program.

D. Fund for Deceased Employee. To the extent any Employee dies during the term of this Agreement, each active Employee shall be required to contribute \$10 to a fund for the benefit of the estate of the deceased Employee. The City will make reasonable efforts to coordinate the collection of contributions to the fund for deceased Employees through the City's payroll systems.

E. Employees Killed in the Line of Duty. In the event an Employee is killed in the line of duty during the term of this Agreement, the City shall make a one-time payment of \$40,000 (in addition to any other applicable payments set forth in this Section) to the Employee's designated beneficiary of record.

#### **45. RECALL PAY**

Employees are entitled to recall pay at a time and one-half (1½) rate if recalled to duty after reporting off duty and before their next tour of duty. A minimum of two hours will be granted to a recalled Employee. Travel time, not to exceed one-half hour each way, shall be granted for travel to and from the duty station when the total time worked exceeds one hour.

The recall rate shall not be paid when an Employee works continuously beyond his normal tour without first being relieved. The recall rate shall terminate as of the hour that his next regular tour was scheduled to begin and he will not receive any travel time back to his residence.

Recall pay shall not be granted when:

- a. A mobilization has been ordered;
- b. Leave, furlough, bonus vacation days or compensatory time days have been canceled;
- c. A Employee has been directed to appear in court;
- d. An Employee is given notice of a change in shift starting time prior to his going off duty.

#### **46. PERFORMANCE EVALUATION RATINGS**

- A. Each Employee shall be rated by his or her immediate supervisor at least once per year.
  - 1. Upon completion of the rating, each Employee will be personally informed of their respective evaluations by the immediate supervisor who prepared the evaluation.
  - 2. Any Employee who wishes to appeal his performance evaluation must make a written request to the Chief of Police or his/her designee within thirty days of receiving his copy of the evaluation and must identify each trait he is appealing and cite a brief basis for appealing that rating.

#### **47. PENSION AND RETIREMENT BENEFITS**

During the term of this Agreement Employees will be entitled to retirement benefits in accordance with the terms of the November \_\_, 2014 Memorandum of Understanding Regarding the Police and Fire Retirement System of the City of Detroit, Michigan. The terms of the November \_\_, 2014 Memorandum of Understanding may be modified to conform with any plan of adjustment approved by the United States Bankruptcy Court.

#### **48. GENERAL PROVISIONS**

- A. Relation to Regulations, etc. This Agreement shall supersede any rules, regulations, ordinances, or resolutions inconsistent herewith.
- B. Exhibits I, II, and IV of the 2009-2013 Collective Bargaining Agreement are eliminated from the 2013-2019 Collective Bargaining Agreement. Moreover, Paragraph M of Exhibit III will be eliminated.
- C. In the event that the Department enters into a consensual collective bargaining agreement with any other labor organization representing employees of the Department that provides union represented employees in the Department with general wage increases, coverage under City active or retiree medical plans, or retirement benefits that are more favorable than those provided to employees under this Agreement, the Department will promptly notify the Association of such terms and, upon request, increase the compensation or benefits provided to Employees covered by this Agreement, to such higher amount and/or comparable terms or conditions.

- D. In the event that the Bankruptcy Court approves a plan of adjustment that provides Department employees represented by another labor organization with general wage increases, coverage under City active or retiree medical plans, or retirement benefits that are more favorable than those provided to employees under this Agreement, the Department will promptly notify the Association of such terms and, upon request, increase the compensation or benefits provided to Employees covered by this Agreement, to such higher amount and/or comparable terms or conditions.
- E. Nothing in this Agreement will be construed as a commitment by the City or this Department to create parity between any bargaining units.

#### **49. WAGES AND DIFFERENTIAL**

- A. Wages – July 1, 2014 through June 30, 2019 - Base Salary. A 10% wage reduction was implemented with respect to the DPLSA bargaining unit in 2013. No additional wage reductions will be implemented during the term of this Agreement. The following wage increases shall apply during the term of this Agreement:
- 5% wage increase (already implemented) effective July 1, 2014.
  - 2% lump sum bonus effective January 1, 2015.
  - 1% lump sum bonus effective July 1, 2015.
  - 2.5% wage increase effective July 1, 2016.
  - 2.5% wage increase effective July 1, 2017.
  - 2.5% wage increase effective July 1, 2018.
- B. Wage Scale. Employee wages during the term of this Agreement are set forth in Exhibit I.
- C. Differential. In no event shall the percentage differential between the salaries of Police Investigator and the maximum salary of Police Officer and the differential between the salary of Police Sergeant and the maximum salary of Police Officer and the percentage differential between the salary of Police Lieutenant and the maximum salary of Police Officer be less than the following schedule:

<b>Detective</b>	5%
<b>Police Sergeant and Police Investigator</b>	
(1) Upon promotion	20%
(2) Upon confirmation or upon completion of	
one (1) year in rank, whichever occurs later	21%

(3) Upon completion of two (2) years in rank	22%
(4) Upon completion of three (3) years in rank	23%
(5) Upon completion of four (4) years in rank	24%

No Police Sergeant or Police Investigator, currently a member of the Lieutenants and Sergeants' Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

#### **Police Lieutenant**

(1) Upon promotion	35%
(2) Upon confirmation or upon completion of one (1) year in rank, whichever occurs later	36%
(3) Upon completion of two (2) years in rank	37%
(4) Upon completion of three (3) years in rank	38%
(5) Upon completion of four (4) years in rank	39%

No Police Lieutenant, currently a member of the Detroit Police Lieutenants and Sergeants' Association bargaining unit, shall suffer any reduction in salary or current differential as the result of the execution of this Agreement.

### **50. JURY DUTY**

- A. All Employees who serve on jury duty on regularly scheduled work days exclusive of leave days, furlough days and holidays will be paid the difference between their pay for jury duty and their regular straight time pay for all days they are required to serve on jury duty.
- B. In the event that an Employee reports for jury duty but does not actually serve on jury, he will be paid the difference between the jury pay received and his regular day's pay and be excused for the day.
- C. In order to receive payment for jury duty supplementation, an Employee must have been regularly scheduled to work on a non-overtime basis, must give reasonably prompt prior notice to his supervisor that he has been summoned for jury duty, and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment, provided that the commanding officer shall have discretion in seeking to have the Employee excused when his services are essential.
- D. Employees shall have the option when called to jury duty to use vacation, bonus vacation or compensatory time for such service. In that event, the Employee will not be required

to turn in his jury pay. However, the Employee must notify the Department of his desire to exercise this option prior to the first date of jury service.

If the date for jury duty falls upon a day when the Employee is scheduled to work other than Platoon 2, the Department, upon request of the Employee, will rearrange the Employee's working schedule so that he will be carried working Platoon 2 on that date(s). If the date for jury duty falls upon a holiday an Employee is scheduled to work, the Employee shall be allowed to attend jury duty without loss of the Employee's holiday work opportunity.

- E. For payroll purposes, jury duty shall be considered as time worked.
- F. An Employee on jury duty will be continued on the payroll and be paid at his straight time hourly rate of his normally scheduled hours of work. Upon return from jury duty, the Employee shall present evidence of the amount received from such jury duty and return that amount to the City, less any mileage allowance paid for the jury service.

If an Employee fails to turn in his jury duty payment, the City will hold subsequent payments due to the Employee until the City is reimbursed for all time lost due to the alleged jury duty service.

- G. Where Employees once impaneled are excused for days or parts of days, reimbursement shall be made only for time served. Employees should otherwise be expected to report for work.

## **51. PROMOTIONS**

Employees to be promoted to the rank of Detective, Sergeant, or Lieutenant will be selected based upon testing, knowledge, training, experience, performance evaluation ratings, certifications, ability, skills, disciplinary history, attendance, safety record, efficiency, and/or seniority. When all other qualifications are equal, the senior qualified Employee who requests a promotion will be selected. With respect to any Detective, Sergeant, or Lieutenant job opening, the Department will provide the Association with reasonable advanced notice of the selection criteria for the opening.

Appointments to the rank of Master Sergeant and First Lieutenant shall be made at the discretion of the Chief of Police, in accordance with applicable Department policies. Appointments to the rank of Captain shall be made at the discretion of the Chief of Police, in accordance with his authority under the City Charter.

## **52. DRUG TESTING**

Employees subject to this Agreement will be subject to substance abuse testing in accordance with policies and procedures implemented by the Department. Such policies and procedures will not be changed without providing advance notice to the Association. The penalty for testing positive for any illegal drug will be discharge.

### **53. CIVILIANIZATION (NEW)**

Positions within the Department that do not require MCOLES certification are subject to civilianization at any time. Additional Civilianization will be permitted where service improvements or cost savings can be achieved. Any reductions in force (layoffs) resulting from Civilianization will comply with Article 19.

### **54. SAVINGS CLAUSE**

If any article or section of this Agreement or any supplement thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

### **55. EXTENT OF AGREEMENT**

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.



## 56. EFFECTIVE DATES/DURATION

This Agreement shall be effective and binding on the Union and the City upon the approval of the Treasurer of the State of Michigan ("Effective Date") and shall continue in full force and effect through June 30, 2019 (the "Term"). This Agreement, including the Term, shall be incorporated into and become a part of both the plan of adjustment and order confirming the plan of adjustment, and the Agreement shall be subject to the post-confirmation ongoing jurisdiction of the Bankruptcy Court for the full Term, including without limitation, whatever jurisdiction the Bankruptcy Court's retains to enforce the Term. This Agreement, including specifically, the Term, shall be duly authorized and approved by and consented to by the State Treasurer and the Emergency Manager, with these consents reflected by duly authorized signatures.

If either party desires to modify this Agreement, it may give written notice to the other party during the month of March 2019.

In the event that the Department and the Association fail to arrive at an agreement on wages, fringe benefits, other monetary matters, and non-economic items by June 30, 2019, this Agreement will remain in effect on a day-to-day basis. Either party may terminate this Agreement by giving the other party a ten (10) day written notice on or after June 30, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on this \_\_\_ day of November 2014.

DETROIT POLICE LIEUTENANTS  
AND SERGEANTS ASSOCIATION:

CITY OF DETROIT:

\_\_\_\_\_  
Mark Young, President

\_\_\_\_\_  
Michael E. Duggan, Mayor

\_\_\_\_\_  
Rodney Sizemore, Vice President

\_\_\_\_\_  
Kevyn Orr, Emergency Manager

\_\_\_\_\_  
Brian Harris, Secretary-Treasurer

\_\_\_\_\_  
Michael A. Hall, Director of Labor Relations

\_\_\_\_\_  
John F. Kennedy, Sergeant-at-Arms

\_\_\_\_\_  
James Craig, Chief of Police

\_\_\_\_\_  
Office of the State Treasurer, Michigan

**EXHIBIT I**  
**OFFICIAL COMPENSATION SCHEDULE**

**TO BE INSERTED DETAILING SALARIES, WAGE INCREASES, AND STEP INCREASES**