

Collective Bargaining Agreement  
Between  
City of Warren  
And  
Warren Police Officers Association

2016 - 2019

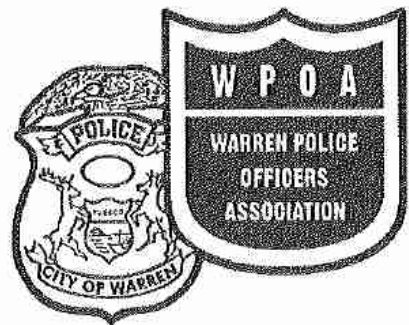


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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 10<sup>th</sup> day of May, 2016 by and between the CITY OF WARREN, hereinafter referred to as "Employer" and/or "City", and the WARREN POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Union" and/or "Association" acting on behalf of the employees within the unit for which the Union has been recognized as sole bargaining agent.

For the purposes of promoting and perpetuating friendly relations between the Employer and the employees covered by the Agreement and to establish conditions of employment, it is mutually agreed to as follows:

ARTICLE 1  
W.P.O.A. RECOGNITION

A. The Employer recognizes the Warren Police Officers Association ("W.P.O.A.") as the exclusive collective bargaining representative for employees in the classification and/or rank of Dispatcher, Police Officer Candidate, Police Officer and Corporal.

B. The term "officer" when used in this Agreement shall mean employees in the rank of Police Officer and Corporal. The term "employee" shall mean anyone in the bargaining unit. Dispatchers and Police Officer Candidates are not law enforcement officers, either on or off duty.

C. The Union shall represent probationary employees for the purpose of collective bargaining and in respect to rates of pay, wages, hours of employment and other



ARTICLE 2  
MANAGEMENT RIGHTS

conditions of employment, except discharged, disciplined, dismissed or laid-off probationary employees for other than Union activity.

D. The City of Warren recognizes the Warren Police Officers Association as the exclusive bargaining representative for those employees which it represents, as certified in Michigan Employment Relations Commission Case Numbers R74 F-235, R78 C-152 and R86 C-130, for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

ARTICLE 2  
MANAGEMENT RIGHTS

A. Unless otherwise provided for in this contract, the Union recognizes that the City retains the sole right to manage its business, including the right to decide the services to be provided and the manner of providing them; to decide the work to be performed; to decide the number and location of divisions and facilities; to decide the type of equipment and the scheduling of services to maintain order and efficiency in its divisions, including the scheduling of work; to hire, lay off, assign, transfer and promote employees; to determine the qualifications of employees; to determine and re-determine job content; to determine the starting time and quitting time; to make such rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or effective operation of its services; and to discipline, demote and discharge employees for cause.

B. The City shall have all other rights and prerogatives, including those exercised unilaterally in the past, subject only to clear and express restrictions on such rights, if any, as are provided in this Agreement.

C. The Union shall be notified in advance of anticipated major changes in working conditions having the potential effect on an entire bureau, or division within a bureau, or

ARTICLE 3  
DUES CHECKOFF

unit within a bureau, and conferences in good faith shall be held thereon before they are placed into effect. Emergency situations shall be excepted from this provision.

D. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and power of authority set forth in the City Charter of the City of Warren. Similarly, the City agrees that during the entire term of this Agreement, it will deal with the employees in good faith and the rules and regulations of the Department will be interpreted and applied in a fair, just, and nondiscriminatory manner.

ARTICLE 3  
DUES CHECKOFF

A. The Employer will deduct Union membership dues, initiation fees, service charges, service fees and assessments provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee, in the form and according to the terms of the authorization form attached hereto as "Attachment A".

B. Previously signed and unrevoked written authorizations shall continue to be effective as to current employees and as to reinstated employees.

C. The Employer will deduct Union membership dues, initiation fees, service charges, service fees and assessments from the pay of employees for the first pay period in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of a new employee, such deduction shall be withheld from the immediate subsequent pay period.

D. The Employer will withhold the pay of employees in only those months in which the deduction incurred while an employee has been in the employ of the Employer and only such amounts becoming due and payable in such month.

ARTICLE 3  
DUES CHECKOFF

E. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

F. All sums deducted by the Employer shall be remitted to the Secretary/Treasurer of the Union at 11304 Fourteen Mile Road, Warren, Michigan 48093, c/o W.P.O.A., which shall be done within seven (7) days of such deduction.

G. In the event the Union requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's constitution; provided that in the event a new written authorization from the employee is necessary, such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly-certified amounts.

H. The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made; and if for any reason it fails to make that deduction, the failure shall be corrected in the employee's next pay that typically accounts for such deduction, immediately after the error has been called to its attention by the employee or the Union.

I. The "Authorization for Deduction of Union Dues and/or Service Fees" hereinafter set forth, when executed, shall be binding upon the employee for the duration of this contract, except that any employee may revoke, alter or amend such "Authorization for Deduction of Union Dues and/or Service Fees" by notice in writing to the City within the thirty (30) day period prior to the expiration of this contract, failing in which, the original authorization shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

J. The City shall notify the Union of the termination of employment of the dues paying employee. No "Authorization for Deduction of Union Dues and/or Service Fees"

forms shall be accepted by the City unless they are forwarded through the Office of the Secretary/Treasurer of the Union.

K. It is understood and agreed that the provision for deduction of Union dues is for the benefit of the employees requesting same and the City is under no obligation to demand or request that employees authorize payment of Union dues or require such deduction as a condition of employment, and further that the obligation of the City does not extend beyond that hereinbefore set forth.

L. The following form, to be furnished by the Union, shall be utilized as authorization for such deduction of Union dues, assessments and/or voluntary contributions.

ATTACHMENT "A" DEDUCTION AUTHORIZATION FORM

I, \_\_\_\_\_ the undersigned, as an employee of the Police Department of the City of Warren, do hereby request and authorize the City of Warren to deduct all Warren Police Officers Association initiation fees, service charges, service fees and assessments from my weekly salary, and to pay and transmit same to the Warren Police Officers Association, 11304 Fourteen Mile Road, Warren, Michigan 48093. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated, and shall automatically renew under the same terms and conditions for the life of the subsequent contract.

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

Employee Signature

M. The Employer shall provide the Association with notice of each new hire in the classifications covering this bargaining unit within ten (10) days from the date of hire. With each notice of hire, the Employer will provide the name, date of hire, and specific classification to which each employee was hired.

ARTICLE 4  
AGENCY SHOP

N. The Union agrees that in the event of litigation by any employee, person or agency, other than the Union, against the City, its agents or employees arising out of enforcement of the dues check-off clause of this contract, at the direction of the W.P.O.A., the Union will co-defend, indemnify and hold harmless the City, its agents or employees from any and all liability, monetary awards or damages arising out of such litigation.

ARTICLE 4  
AGENCY SHOP

To the extent that the laws of the State of Michigan permit, it is agreed that any employee covered by this Agreement who is not a member of the Union at the time this Agreement becomes effective, shall be required as a condition of employment to either become a member of the Union or pay a service fee to the Union, which shall be equivalent to the Union monthly membership dues, for the duration of this Agreement. Any employee who fails to comply with the aforementioned requirement shall be deemed not to be in compliance with the aforementioned condition of employment and the City shall terminate his employment at the conclusion of a grace period of thirty (30) days following notification by the Union that the employee is not in compliance with this Article.

The Union agrees that in the event of litigation by any employee, person or agency, other than the Union, against the City, its agents or employees arising out of enforcement of the Agency Shop clause of this contract, at the direction of the W. P. O. A., the Union will co-defend, indemnify and hold harmless the City, its agents or employees from any and all liability, monetary awards or damages arising out of such litigation.

ARTICLE 5  
REPRESENTATION

A. Union business shall not be conducted during working hours or in city work areas, except as provided by this Agreement.

B. The Union may be represented in contract negotiations with the City by a committee comprised of not more than five (5) members of the Union plus, if it chooses, any outside person or organization designated by the Union as its official representative. No more than one (1) of the Union members of the committee may be from the same shift in any of the following areas of assignment:

Special Victims Division  
Special Investigations Division  
Criminal Investigations Division

No more than two (2) of the Union members of the committee may be from the same platoon in the Uniform Division Road Patrol assignment. Voluntary transfers shall be permitted to accommodate the provisions of this Article. If voluntary transfers cannot be accommodated, the members shall be permitted to remain on the bargaining committee. Members of the bargaining unit will be excused from their regularly scheduled shift on those days which have been scheduled (as agreed to by both the W.P.O.A. and the City) for bargaining meetings. Platoon #1 bargaining committee members will be excused the following day after negotiations. If negotiations go into other than normal hours, the City will make the proper arrangements. In the event a negotiation meeting is cancelled by the City more than twenty-three (23) hours from its scheduled time or cancelled by the Union at any time, then the bargaining unit members who are otherwise scheduled to work shall report to their regular shift.

C. Employees covered by this Agreement shall be represented, for purposes of filing grievances, by stewards as hereinafter provided. The stewards, during their regular working hours, without loss of time or pay, may investigate and present grievances to the City upon having received permission from their supervisor. The supervisor will grant permission provided that the steward's absence will not substantially interfere with the operation of the Department. The privilege of the stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time



ARTICLE 5  
REPRESENTATION

will be devoted to the proper handling of grievances and will not be abused, and stewards will perform their regularly assigned work at all times except as provided herein.

There shall be seven (7) stewards as follows: Patrol Services Bureau (4), Investigative Services Bureau (1), Communications (1) and Stewards at Large (1)

D. Duties and Rights: Two (2) Union representatives may, during a scheduled work day, be excused for a reasonable period of time to attend a Union grievance meeting. Permission to attend a Union grievance meeting will not be unreasonably withheld. Employees who are off duty during the meeting shall report to their regularly scheduled shift.

Two (2) Executive Board members will be excused for the entire shift in order to attend evening monthly membership meetings provided they are scheduled to work afternoons or midnights. Any other members of the Executive Board working those shifts will be permitted to attend the business portion of the meeting while they are working with the approval of the platoon commander, provided that approval will not be unreasonably withheld. They will remain in service and attend to any police runs they may receive during this period.

Executive Board members who are scheduled to work, may be afforded one and one-half (1 1/2) hours a week to attend Executive Board meetings. The supervisor of the board member shall be advised in advance of the meeting and authorize the union time, provided there is no scheduling issue.

E. The President, Vice-President, or the Secretary/Treasurer of the Association shall be afforded reasonable time during working hours, without loss of pay, to engage in legitimate representational activities. The President shall not wear a uniform or drive a marked City vehicle while he is on Union business.

F. In addition to the above, the W.P.O.A. shall have a total of eighteen (18) days per contract year, without loss of pay, for designated representatives to further W.P.O.A. business.

ARTICLE 6  
GRIEVANCE PROCEDURE

A. A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

B. Every employee in the bargaining unit shall have the right to present grievances in accordance with the procedure provided herein.

C. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

D. Grievances shall be filed in writing within fifteen (15) days of the event, occurrence or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits provided hereinafter may be extended upon the mutual agreement of the Union and the City. For purposes of this Article, all time periods shall be calendar days.

E. Grievances not appealed in writing by the Union to the next step within fifteen (15) calendar days, except as hereinafter provided for medical grievances and the demand for arbitration under Step 4 -Arbitration, shall be considered settled, without prejudice, on the basis of the last answer (provided that, in cases concerning medical grievances, the Union shall have an additional sixty (60) calendar days from receipt of the first step answer to appeal such answer to the second step). Grievances not answered on time may be moved to the next step. All time limits of the grievance procedure may be shortened or extended by mutual agreement in writing.

F. Grievances shall be processed according to the following procedure:

ARTICLE 6  
GRIEVANCE PROCEDURE

STEP 1 (a)

An employee who believes he has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of his steward. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his steward before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his steward.

STEP 1(b)

If the matter is not satisfactorily settled by oral discussion at Step 1(a), a grievance may be submitted in written form by the union representative to the appropriate Captain. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, if any, that the grievance claims have been violated. The Captain and/or his designated representative(s) shall discuss the grievance with the union representative and the aggrieved employee(s) within seven (7) days of his receipt of the grievance and render a written answer within seven (7) days of such discussion.

STEP 2

If the grievance is not satisfactorily settled at Step 1, the grievance may be referred to the Commissioner. The Commissioner or his designated representatives, will hold a meeting with a committee of the Union composed of the President and/or his designated representative and the members of the Grievance Committee, which will be held within seven (7) days after referral to this step, to discuss the grievance. If not satisfactorily adjusted at this meeting, the Commissioner or his designated representatives shall give their written answer within seven (7) days of the meeting.

### STEP 3

If not satisfactorily settled at Step 2, the grievance may be referred to the Labor Relations Representative. A meeting between the Labor Relations Representative and/or his designated representative(s) and a committee of the Union composed of the President or his designated representative, or both, and members of the Grievance Committee shall be held within seven (7) days after referral to the Labor Relations Representative to discuss the grievance. If not satisfactorily adjusted at this meeting, the Labor Relations Representative or his designated representative shall give his written answer within fourteen (14) days of the meeting.

### STEP 4 - ARBITRATION

1. Any unresolved grievance, having been processed through Step 3 of the grievance procedure, may be submitted to arbitration by the Union only in accordance with this Article. The right to proceed to arbitration shall exclusively be held by the Union only. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. Contemporaneous with the filing of the demand to arbitrate, notice shall be given to the Federal Mediation and Conciliation Service or American Arbitration Association, with a request for said Agency to appoint an arbitrator in accordance with its rules and regulations. The parties may, by mutual agreement, either select an arbitrator without resort to FMCS or AAA or establish an alternative arbitrator selection process by letter of understanding.

2. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision:

- a. Contrary to, or inconsistent with, or modify or varying in any way, the terms of this Agreement.

ARTICLE 6  
GRIEVANCE PROCEDURE

b. Granting any wage increases or decreases

c. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement. This shall not be the case, however, with regard to grievances over wages, hours, or other terms and conditions of employment which were made effective prior to the execution date of this Agreement.

3. The arbitrator shall be without authority to require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State law or City Charter the City cannot delegate, alienate or relinquish.

4. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.

5. The decision of the arbitrator shall be final and binding upon the City, the Association, and the affected employee(s), and there shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement.

6. The right of the Union only to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 3 of the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City.

7. In the event a case is appealed to arbitration and the arbitrator finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

8. The City and the Association shall individually make arrangement for, and pay the expense of, their respective witnesses who are called by them. The expenses of the arbitrator shall be shared equally by the City and the Association.

9. The aggrieved, a local representative, and witnesses testifying before such proceeding shall not lose pay for the time off the job while attending the arbitration proceedings.

10. All records, reports, and other information pertaining to a grievance which the requesting party seeks to utilize in an arbitration proceeding shall be made available for inspection by the requesting party within ten (10) days from written request to the Labor Relations Representative, or twenty (20) days prior to the arbitration hearing, provided a request for the specific document(s) is made in a timely manner. Failure to provide the requested information shall preclude the party from whom it was requested from introducing it as evidence in arbitration.

Provided, however, this provision shall not preclude either party from making subsequent requests or providing additional information.

11. The City and the Union may mutually agree to submit a case to expedited arbitration under procedures agreeable to the parties, where both parties agree that expedited arbitration would be beneficial.

G. Grievances affecting more than one (1) employee may be treated as a group grievance which will initially be filed with the Captain in whose bureau or division the dispute arose. In the event the grievance applies to more than one bureau, the group grievance will be entered at the second (2nd) step of the grievance procedure.

H. In instances where 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 at Step 3; provided, however, that in such cases an informational copy of the grievance will also be filed with the Police Commissioner and the Labor Relations Representative.



ARTICLE 7  
DISCIPLINARY PROCEDURES

I. The Union may create a Health and Safety Committee, which Committee shall be empowered to meet with the Police Department administration when the time arises to discuss and offer suggestions with respect to matters of health and safety. Areas of discussion may include police-related equipment, safety features on new vehicles and maintenance of vehicles already in service. The Department will give prompt consideration to suggestions offered by the Health and Safety Committee and will notify the Committee of any decision made with respect thereto. Health and safety matters may be the subject matter of a grievance and it is expected that immediate health and safety complaints should be taken up with the employee's supervisor and an attempt made to resolve it at that level. If the above procedure fails to resolve the problem, the grievance procedure shall intervene at Step 2.

J. Grievance meetings will be scheduled at a mutually agreeable time within the time limits set forth in the grievance procedure. In the event a mutually agreeable time cannot be reached, the grievance may be processed to the next step.

ARTICLE 7  
DISCIPLINARY PROCEDURES

A. Before a written reprimand is placed in an employee's file or other discipline imposed, it shall be explained by the supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies. Written reprimands shall be removed from the employee's file upon the request of the employee (which request shall not become part of the employee's file), after two (2) years if there is no additional disciplinary action taken within the said two-year period. The request and written reprimand shall be returned to the employee within ten (10) days of the request.

B. Any written reprimand or other disciplinary action taken by the Commissioner of Police or his representative may initially be referred by the employee to the Commissioner. An informal meeting between the Commissioner or his representative, the employee and his representatives shall be held within seven (7) days from request.

In the event the matter is not satisfactorily resolved, the employee shall have fifteen (15) days to appeal the matter through the grievance procedure at Step 3. The Union shall decide whether the grievance is submitted to arbitration. During said fifteen (15) day appeal period, the Department shall provide the employee with all reports, statements, and documents relating to the specific disciplinary incident.

C. The decision of the arbitrator shall be final and binding upon all parties and there shall be no appeal from the arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement.

D. In all cases of disciplinary proceedings, the employee to be interrogated may, if he so desires, have a Union representative present during such interrogation as an observer/advisor. Such representative shall not, however, impede the progress of the interrogation. In all cases, the Employer shall advise the employee of his right to have a Union representative present. Nothing in the foregoing shall abridge the right of the commanding officer to counsel, advise or admonish in a civil tone an employee under his command in private.

E. Limitations:

1. In the event that an employee shall agree to and accept a reprimand or other disciplinary action imposed at the initial stage of the proceedings, said reprimand or discipline shall be final and binding upon all parties (such acceptance will not be deemed as precedent setting), and a copy thereof shall be provided to the Union.

2. In the event that an employee shall not agree to and accept a reprimand or other disciplinary action at the initial stage, then the charges upon which the discipline is to be based shall be submitted to the employee in written form signed by the supervisory officer making such charges and a copy thereof shall be immediately forwarded to the W.P.O.A.

ARTICLE 7  
DISCIPLINARY PROCEDURES

3. In no event shall the charges against an employee or the disciplinary action imposed at the initial stage of the disciplinary proceedings be increased or broadened at any stage of this appeal process unless newly-discovered evidence which is presented at any stage of the appeal process clearly justifies the imposition of increased or broadened disciplinary action. Notwithstanding the language contained in Section 14 of Act 78, MCL 38.514, pertaining to the filing of disciplinary charges, all charges shall be void unless filed within ninety (90) days from the date the Department had knowledge, or should have had knowledge, that the violation occurred, except in the case of a probationer, whose violations may accumulate for the probationary period.

F. Provided, however, that nothing contained herein shall limit the discretion of the Commissioner of Police to convene a Departmental Board of Inquiry to assist in the investigation of charges preferred against employees of the Department.

G. Employee Rights:

1. It is recognized that any action or inaction taken by an employee may be subject to review or investigation in order to preserve the integrity of the profession, and to meet the City's responsibilities to the citizens of the community which it serves. Such an investigation, whether initiated by the Department itself or as a result of a citizen complaint, shall be carried out in an expeditious and professional manner. No charges will be brought against an officer as a result of a citizen complaint unless the complaint is sworn to and in writing or unless the Department obtains further evidence which substantiates the basis for the charges. Employees shall receive a copy of any citizen complaint prior to answering any questions pertaining to the complaint. Provided, however, that nothing in this section, nor in any other section of the Agreement, shall abridge the right and privileges of those individuals involved which are guaranteed by the laws of the State of Michigan, the Constitution of the State, and the Constitution of the United



States. Implementation of the above philosophy shall include, but not necessarily be limited to, the following procedures:

a. The interview of the employee relating to the subject incident will be accomplished at the discretion of the Department; provided, however, that all reasonable efforts will be made to conduct the interview during the employee's normal working hours. In the event it is necessary that an employee be required to appear at an interview outside of normal working hours, such employee will be compensated at the overtime rate for time so spent.

b. The refusal by an employee to answer questions propounded to him as part of an official investigation of this Department and which are specifically directed and narrowly related to the performance of his official duties may subject the employee to disciplinary action, including departmental charges which may result in his dismissal from the Department.

c. If the employee does answer, neither his statements nor any information or evidence which is gained by reason of such statements may be used against him in any subsequent criminal proceeding. However, these statements may be used against the employee in disciplinary action, including departmental charges.

d. In the event that the Department chooses to proceed criminally against the employee for any violation of the law, no interrogation shall take place unless a representative and/or counsel of the employee's choosing is present. The representative or counsel selected by the employee may counsel the employee prior and during the interrogation and object to any

ARTICLE 7  
DISCIPLINARY PROCEDURES

questions asked, and the interrogation will immediately terminate at the request of the employee or his representative or counsel.

e. Notwithstanding any of the foregoing, any officer involved in a shooting, or any other serious matter where death could result, shall not be bound as a condition of employment to make an oral or written statement, to include a preliminary crime report (Form 11), until such time as the officer has been able to contact an Association official and has had a reasonable time to discuss the incident with an Association lawyer. The Association pledges its best efforts to assure that the Department's investigation is conducted in an expeditious fashion, and the employee shall provide initial cursory information which may be vital when an immediate investigation is required.

2. An employee's locker shall not be opened for any reason, including inspection, without the employee or representative present.

3. Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m. Monday through Friday, excepting holidays. The language contained herein is not intended to limit or restrict the exercise of rights contained in the Bullard-Plawecki Employee Right to Know Act, MCL 423.501, et seq.

4. Employees shall acknowledge receipt of oral reprimands used in the progressive disciplinary process as set forth herein. Oral reprimands received within six (6) months of a written reprimand may be included in an employee's personnel file. They shall be considered part of the written reprimand. Oral reprimands shall not be included in an employee's personnel file unless accompanied by a subsequent written reprimand.

5. The Employer shall be precluded from introducing any employment information in any disciplinary proceeding, unless said information is maintained in the employee's

Police Department personnel file, or is specialized information maintained by other departments (Controller, Civil Service, Insurance, Retirement). Dismissed probationary employees, disciplined employees, retiring employees, or other employees separating employment, shall receive without cost, a copy of their personnel file upon submitting a written request. This shall not preclude the past practice of employees receiving without cost, copies of specific documents regarding their employment.

6. An employee may be referred by the Employer for evaluation by an independent and qualified physician if a substantial basis exists for concluding that an employee might endanger other workers or Employer's property, or that because of a mental condition the employee cannot properly perform his work. Under these circumstances, the employee shall participate in the evaluation, provided, however, in the event there is a dispute as to whether these circumstances exist, it may be submitted to the grievance procedure. Said evaluation shall not be used as a disciplinary action.

ARTICLE 8  
ASSIGNMENTS

The Department shall make job assignments within the ranks of Police Officer and Corporal on the following basis:

A. When the Department anticipates an opening in a job assignment, the department shall make notice of this posting to the qualified applicants whom shall have a period of ten (10) calendar days to respond to the posting. Job assignments shall be made in order of rank seniority from a list established for this purpose by the Department which shall remain in effect for a period of thirty (30) days from its posting. Job assignments shall be filled by an employee from the list in effect at the time the vacancy occurs. Copies of all postings and lists shall be provided to the Association upon their issuance.



ARTICLE 8  
ASSIGNMENTS

B. There shall be no limit on the number of job assignment requests. The Department shall, at its discretion, conduct an interview and/or an objective written pass/fail test for the purpose of determining whether the applicants meet the posted qualifications. Notification of a written objective test shall be included in the job posting. Said posting shall also identify the materials from which said written objective test is based. The Department shall provide said materials to the applicants in an equalized fashion. The Department shall determine whether or not an applicant either meets or fails to meet the posted qualifications. Any applicant who fails to meet the qualifications may submit the matter to the grievance procedure in order to show that said determination was unfair, arbitrary or capricious.

In the event the Department determines it will administer an objective written pass/fail test, it may be given more than once if it is given in two (2) consecutive sessions (no time gap between sessions). The Department will take all reasonable steps to preserve the integrity of the test. Employees taking the test off duty shall receive call-in time. If more than fifteen (15) employees sign up for the test, only the top fifteen (15) seniority employees would be permitted to take the test.

If none of the fifteen (15) most senior applicants passes the test or accepts the assignment, the remaining applicants (15 at a time) shall be given the opportunity for testing. The list (from original posting of eligibility list) shall remain in effect for thirty (30) days or until all applicants have had the opportunity for testing and the list has been exhausted, whichever occurs first.

Assignments shall be made in accordance with Paragraph C. Testing under Paragraph B shall take place among persons on the assignment lists only when it is anticipated that there shall be a position vacancy. Within twenty-one (21) days of attaining promotion or qualification, officers shall be given the opportunity to sign up on the current "assignment lists"; and the Department shall advise newly-promoted Corporals of this right. Positions not filled from "assignment lists" will not be reposted and the job will be filled by "transfer request" in order of seniority and in accordance with

Paragraph C. There shall be a ten (10) day notice for "transfer requests". In the event there are no "transfer requests", the position will be filled by reverse seniority.

C. Among those applicants who have met the posted qualifications for the assignment, a list shall be established in order of rank seniority, with the highest rank seniority applicant receiving the assignment.

The applicant receiving the assignment shall be subject to a ninety (90) day evaluation period, except in the case of assignment to Aviation, Evidence Technician and Traffic Engineer where the evaluation period shall be one (1) year, during which time he may be removed from said position. Said removal may be submitted to the grievance procedure in order to show that said action was unfair, arbitrary or capricious.

D. An officer who accepts an assignment under this Article must remain in the position for one (1) year, except that in the case of the Aviation and Canine assignments an officer must remain in that position for five (5) years as a Police Officer. The parties may by mutual agreement reduce the time that an officer must remain in an assignment. A job assignment that begins on the first day of the annual shift selection period may end on the last day of that period even though time in the assignment may not equal a full 365 days, or in a leap year, 366. During said one (1) year period, the Employer shall not alter the job content so as to create new qualifications for that assignment. In the event of change of qualifications, the employee currently in the assignment, after one (1) year in the assignment, will be given the first opportunity to meet the new qualifications. Employees on the current list will be given the second opportunity to meet the new qualifications.

E. Assignments to Special Investigations Division below the rank of Corporal, excepting Liquor Control, and the assignments to Community Awareness Officer and Undercover Corporal COMET Drug Enforcement and Drug Enforcement Administration (DEA), are not subject to this Article.

ARTICLE 8  
ASSIGNMENTS

F. In the event an officer is transferred from one assignment to another on a temporary basis due to manpower requirements, reassignment to the initial job shall not be considered a job opening for purposes of this Article.

G. Notwithstanding any provision of this Article, the Employer may make temporary assignments of probationary officers within its discretion; provided, however, that upon termination of said officer's probationary period, the job opening shall be filled as provided for in this Article. Furthermore, the job assignment procedures contained herein may be waived by mutual written consent of the Employer and the Association.

H. The Employer may make temporary assignments of officers within its discretion which shall be limited to one hundred eighty (180) days. Upon termination or prior to said one hundred eighty (180) day period, a job opening shall be filled as provided in this Article. Provided further, that in selecting an officer temporarily for an assignment, the fact that said officer has served in the job assignment shall not create a preference for that officer in permanently filling that assignment.

I. Notwithstanding any section of this Article to the contrary, in the event an employee becomes handicapped to the extent he cannot perform his regular job, a reasonable effort will be made to place the employee in an assignment within the bargaining unit. It is understood that employees receiving job assignments under this section must be able to perform the duties of the position. The Union and the City will work in conjunction in finding a suitable position.

J. The Employer agrees that it shall not use or apply the preferred job selection process in a manner which is discriminatory, arbitrary or capricious.

K. Job assignments shall be made and held according to the following designated ranks. In the event an officer no longer holds the designated rank of his assignment, then he shall immediately be transferred from that assignment.

JOB ASSIGNMENTS BY DESIGNATED RANK  
Police Officer Jobs

Abandoned Autos Aviation <sup>1</sup> Breathalyzer Operator Canine Officer <sup>2</sup> Communications Community Awareness Officer Community Policing Unit Court Officer CPR Instructor Crisis Negotiator <sup>3</sup> DARE Officer Defensive Tactics Instructor Special Response Team	Evidence Technician Unit <sup>5</sup> FBI Violent Crimes Task Force <sup>9</sup> Field Training Officer <sup>4</sup> Gang Squad Gun Range Assistant Intelligence Officer Jail <sup>6</sup> Licensing and Liquor Liquor Enforcement Motorcycles Motor Carrier Enforcement <sup>9</sup> Parking Enforcement Polygraph Operator <sup>6</sup>	Precision Driving Instructor Property Officer Radar Radio Room/Warrants School Resource Officer Special Operations Unit <sup>7</sup> Subpoena Server Traffic Coordinator/Statistician Traffic Engineer <sup>8</sup> Traffic Safety Undercover Officer (SID) <sup>10</sup> Warrant Officer
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<sup>1</sup> This position will initiate as a Police Officer job. Upon promotion, Corporals are permitted to remain in Aviation but no more than two (2) Corporals shall be assigned to that position at any time. A Police Officer assigned to Aviation at the time of his promotion to Corporal will be permitted, at the officer's option, to remain in Aviation as a Corporal (Corporal seniority prevails). A Corporal exercising his option to remain in the Aviation Unit shall remain in that position for at least one (1) year unless mutually agreed otherwise.

<sup>2</sup> The qualifications for the Canine officer and the duration of the assignment, if the officer becomes a corporal, shall be subject to agreement between the City and W.P.O.A. (Appendix E).

<sup>3</sup> This position shall be posted for rank of Police Officer or higher. Qualified applicant with highest Department seniority shall receive the position.

<sup>4</sup> The selection of employees from the list established in accordance with Article 8 shall be at the discretion of the Department regardless of rank seniority.

<sup>5</sup> Effective July 1, 1990, all officers regularly assigned to this position per Article 8 shall receive a five percent (5%) premium over the base salary of the particular officer at that time. This premium shall be paid like shift premium, but shall be paid biweekly. Effective July 1, 2016, officers assigned as Evidence Technicians and Jail shall be prohibited from serving in training/instructor positions.

<sup>6</sup> In the event there are no qualified Police Officers signing up for the polygraph assignment, the Department may post for Polygraph Operator in the Corporal rank.

<sup>7</sup> The selection of employees for the Special Operations Unit shall be at the discretion of the Department and in accordance with the Letter of Understanding dated January 26, 2006 (Appendix D). The maximum duration of this assignment shall be three (3) years. Upon leaving the assignment, an officer must wait at least eighteen (18) months before being again assigned to the unit. See Article 8, Paragraph Q for extension language.

<sup>8</sup> This position shall initiate as a Police Officer position and shall continue to be held by the officer regardless of rank.

<sup>9</sup> See Appendix M for Letter of Understanding dated March 3, 2015.

<sup>10</sup> The maximum duration of this assignment shall be four (4) years.

ARTICLE 8  
ASSIGNMENTS

JOB ASSIGNMENTS BY DESIGNATED RANK  
Corporal Jobs

Auto Theft Squad (WOMACK)	FBI Computer Task Force
Aviation <sup>1</sup>	Fiscal Officer
Comet <sup>2</sup>	Gun Range Armorer
Comet Fugitive Task Force	Gun Range Assistant <sup>4</sup>
Communications	Macomb Auto Theft Squad (MATS)
Crime Analyst	Precious Metals
Crime Prevention	Prescription Drugs
Criminal Investigation	Road Patrol
Criminal Surveillance <sup>3</sup>	Senior Crime Investigator
Crisis Negotiator <sup>4</sup>	Special Investigations (Detective) <sup>5</sup>
Emergency Response Team <sup>4</sup>	Special Operations Unit <sup>6</sup>
Fatal Squad	Training Corporal
	Special Victims

The rank (Police Officer or Corporal) of any newly-created position shall be subject to negotiations between the parties.

<sup>1</sup> This position shall initiate as a Police Officer job. Upon promotion, Corporals are permitted to remain in Aviation but no more than two (2) Corporals shall be assigned to that position at any time. A Police Officer assigned to Aviation at the time of his promotion to Corporal will be permitted, at the officer's option, to remain in Aviation as a Corporal (Corporal seniority prevails). A Corporal exercising his option to remain in the Aviation Unit shall remain in that position for at least one (1) year unless mutually agreed otherwise.

<sup>2</sup> The drug policy in effect for the COMET assignment is applicable to this job. Any officer confirmed positive for illegal drug use may be removed from the unit and/or subject to Warren Police Department disciplinary charges and proceedings.

<sup>3</sup> Corporal assignments made pursuant to paragraph K herein shall not be subject to the bid and posting requirements.

<sup>4</sup> This position shall be posted for rank of Police Officer or higher. Qualified applicant with highest Department seniority shall receive the position.

<sup>5</sup> The maximum duration of this assignment shall be three (3) years. Upon leaving the assignment, an officer must wait at least eighteen (18) months before being again eligible for the job.

<sup>6</sup> The selection of employees for the Special Operations Unit shall be at the discretion of the Department and in accordance with the Letter of Understanding dated January 26, 2006 (Appendix E). The maximum duration of this assignment shall be three (3) years. Upon leaving the assignment, an officer must wait at least eighteen (18) months before being again assigned to the unit. See Article 8, Paragraph Q for extension language.

L. Communications Training Dispatcher positions will be filled from the rank of Dispatcher and the assignment, except as set forth in the Letter of Understanding dated March 4, 1996 (Appendix F), shall be made in accordance with this Article. Dispatchers assigned to the Communications Training Dispatcher position shall be compensated at a rate of an additional ten percent (10%) over and above their normal rate of pay when engaged in Communications Training Dispatcher duties. In the event that a Dispatcher is reversed into the CTD position, their reversal shall not last more than two consecutive 28-day schedules. In no event shall a dispatcher be reversed more than (4) four 28-day schedules in (1) one calendar year.

M. The Department reserves the right to create an entry level position in the dispatch center referred to as "Call Taker." This position may be full or part-time and includes duties less than dispatching police personnel and is not intended to eliminate existing dispatchers. In the event of a reduction of personnel in the classification of dispatcher, Call Takers will be laid off before any reduction in or lay off of bargaining unit dispatchers. Prior to the implementation of Call Taker positions, the Department shall meet with the Union and a representative from the dispatcher classification to explain the duties of Call Takers and the manner in which the position will be used by the Department. The opportunity to meet and confer shall not otherwise restrict the use of Call Takers as agreed to by the parties.

N. The Department may assign corporals to the road during the term of the Contract, provided the current budgeted corporal positions remain filled. The road assignments shall first be filled on a voluntary basis by seniority. If no one volunteers or there is an insufficient number of volunteers, the road assignments will be filled on the basis of reverse seniority.

O. In the event a nonexempt Road Patrol job is eliminated so as to result in the need for reassigning personnel, said reassignment shall be by seniority. An employee whose job is eliminated may utilize his seniority to "bump" a lower seniority employee



ARTICLE 9  
SENIORITY

from his nonexempt Road Patrol position. Under this procedure, the lowest seniority nonexempt Road Patrol officer will be placed into the Uniform Patrol Division, assuming the absence of a higher seniority volunteer.

P. The positions listed below shall be exempt from the above procedure: Aviation Pilot Observer, Polygraph Operator, Traffic Engineer, Handicapped Officers, Undercover Officer.

Q. The maximum years an officer may be assigned to the Special Operations Unit shall remain three (3) years, except that the Police Commissioner and Union may mutually agree to extend an officer assigned to the Special Operations Unit for an additional one hundred and eighty (180) days. The Police Commissioner shall make a written request to extend the officer prior to the expiration of his three (3) year assignment.

R. The department may establish an Intelligence Officer. This position will be responsible for collecting computer/online information and evidence on suspected criminals. This position will be filled at the discretion of the Police Commissioner and will be full-time position assigned to the Detective Bureau. The maximum years an officer shall be assigned to this position shall be four (4) years, except that the Police Commissioner and the Union may mutually agree to extend the officer assigned to this position for an additional one hundred and eighty (180) days. The Police Commissioner shall make a written request to extend the officer prior to the expiration of the four (4) years.

ARTICLE 9  
SENIORITY

A. Seniority Defined:

Police Officer seniority is defined as service with the Police Department as a Police Officer or Police Officer Candidate. In the case of Dispatchers, seniority commences with the date of hire with the City of Warren; such time shall not be included as Police Officer

seniority, but shall be recognized as service time for qualification of benefits as provided in this Agreement. Specifically, the parties acknowledge that as to Dispatchers the collective bargaining agreement recognizes two (2) separate seniority dates that may be utilized by the Employee. The first, departmental seniority, includes all time the individual has been employed in the Police Department. This seniority date is used for furlough selection, vacation and furlough accrual, and shift selection. The second, city seniority, includes all time worked in other city departments that have not otherwise been subject to forfeiture. City seniority is used for retirement and longevity purposes. Dispatchers shall serve a one-year probationary period from date of hire as a Dispatcher.

Time spent in the Armed Forces on military leaves of absence and time lost because of duty-connected disability retirement shall be included, except as provided in Article 10 herein.

For the purpose of this Agreement, new employees shall acquire seniority upon completion of their probationary period, which shall date back to the original date of hire.

B. Forfeiture:

An employee shall forfeit his seniority rights only for the following reasons:

1. Dismissal;
2. Absent without leave for a period of five (5) working days or more (Exceptions to this may be made by the City on grounds of good cause for failure to report);
3. Regular service retirement; and
4. Resignation.

ARTICLE 10  
LEAVE OF ABSENCE

C. Layoff and recall shall be subject to the provisions of Act 78, Public Acts of 1935, as amended. Or, in the case of Dispatchers, layoff and recall shall be in accordance with the present provisions of City Civil Service.

Employees being laid off shall be given written notice, when circumstances permit, fourteen (14) days in advance of such layoffs. The Union President shall also be given written notice, when circumstances permit, of all layoffs in the bargaining unit fourteen (14) calendar days in advance of such layoffs.

D. An up-to-date seniority list showing the names and date of hire shall be furnished to the Union every twelve (12) months.

ARTICLE 10  
LEAVE OF ABSENCE

Employees who have at least one (1) year of service shall be granted leaves of absence upon written request to the Employer for substantial reasons not to exceed six (6) months. The term "substantial reasons" shall be interpreted to include, but shall not be limited to: personal illness; injury or other disabilities; family illness; active military service; union business; required attendance at a court trial; and education. Leaves of absence shall not be granted to permit an employee to engage in other employment, or self-employment. Said leave of absence shall be without pay or benefits, and the employee shall not accrue seniority while on such leave. Seniority shall be frozen during the leave of absence. An employee shall not be eligible to take another leave of absence for at least two (2) years after returning from a leave of absence. Employees shall give a thirty (30) day written notice before returning from leave of absence. Annuity withdrawal is not available to an employee on a leave of absence.

Upon return from a voluntary leave of absence, employees shall be restored to their former rank. The Department, however, shall have the right to place the returning employee on any shift until the employee becomes entitled to select his shift pursuant to Article 12. An employee returning from a voluntary leave of absence shall have no right

to return to a specific job assignment. The Department shall, however, create and/or designate a job assignment and, consistent with Article 8, place the returning employee in a job.

Notwithstanding the above, leaves taken for a purpose covered by the Family and Medical Leave Act (FMLA), 29 U.S.C. Sec. 2601, et. seq. and the Uniform Services Employment and Reemployment Rights Act, 38 U.S.C. Sec. 4301, et. seq. shall be governed by the provisions of these federal laws. Before the Employer implements any discretionary aspect of either law, it shall provide the W.P.O.A. with notice and an opportunity to bargain. Notice and the opportunity to bargain shall be provided the W.P.O.A. if any part of the agreement must be changed to conform to law, or the application of the federal law impacts upon the contractual rights of bargaining unit members.

#### ARTICLE 11

##### WAGES

- A. Wages. Employees shall receive raises in accordance with the schedule set forth below.

7/1/2016 1.5 %

1/1/2017 1.5 %

7/1/2017 2.5 %

7/1/2018 2 %

The City shall have the right to implement mandatory direct deposit of wages and benefit payments. It may also implement electronic notice of deposits. Prior to implementation, the City will provide written notice to the employee(s) including the effective date for implementation and a summary of the program. Any cost to implement the mandatory direct deposit program shall be borne by the City.

ARTICLE 11  
WAGES

1. Police Officer Candidates shall receive the following rates:

Police Officer Candidates	7/ 1/ 2016	1/ 1/ 2017	7/ 1/ 2017	7/ 1/ 2018
	\$41,851	\$42,479	\$43,541	\$44,412

2. Police Officers hired prior to 1/11/2012 shall receive the following rates:

Police Officer	7/ 1/ 2016	1/ 1/ 2017	7/ 1/ 2017	7/ 1/ 2018
Induction	\$50,001	\$50,751	\$52,020	\$53,060
1 Year	\$54,171	\$54,983	\$56,358	\$57,485
2 Years	\$58,342	\$59,217	\$60,698	\$61,912
3 Years	\$62,513	\$63,451	\$65,037	\$66,338
4 Years	\$66,683	\$67,683	\$69,375	\$70,763
5 Years	\$70,854	\$71,917	\$73,715	\$75,189

3. Police Officers hired after 1/11/2012 shall receive the following rates:

Police Officer	7/ 1/ 2016	1/ 1/ 2017	7/ 1/ 2017	7/ 1/ 2018
Induction	\$46,501	\$47,199	\$48,378	\$49,346
1 Year	\$50,379	\$51,135	\$52,413	\$53,461
2 Years	\$54,258	\$55,072	\$56,449	\$57,578
3 Years	\$58,137	\$59,009	\$60,484	\$61,694
4 Years	\$62,015	\$62,945	\$64,519	\$65,809
5 Years	\$65,894	\$66,882	\$68,554	\$69,926

The above listed wage scale, under paragraph A. #3, shall be used for Lateral Transfer Pay. Certified Officers with 2-4 years police experience start at year 1 wage; Officers with 5+ years start at year 2 wage subject to the following: Years of qualifying work experience as a Certified Police Officer as determined by City, and must be currently employed as a sworn Police Officer who is "good standing" or if recently separated from service must have been in "good standing" at the time of separation. Current members and any member hired before 7-1-16 who are eligible for lateral transfer pay shall be placed on the appropriate wage rate prospectively effective 7-1-2016.



ARTICLE 11  
WAGES

4. Corporals shall receive ten percent (10%) above the maximum rate of Police Officer. The Police Officer wage for officers hired prior to 1/12/2012 shall be used in determining the rate of Corporal. The Corporal rate shall be:

Corporal	7/ 1/ 2016	1/ 1/ 2017	7/ 1/ 2017	7/ 1/ 2018
	\$77,940	\$79,109	\$81,087	\$82,709

5. Dispatchers shall receive the following rates:

Dispatcher	7/ 1/ 2016	1/ 1/ 2017	7/ 1/ 2017	7/ 1/ 2018
Induction	\$41,297	\$41,916	\$42,964	\$43,824
1 Year	\$44,293	\$44,956	\$46,080	\$47,002
2 Years	\$47,290	\$47,999	\$49,199	\$50,183
3 Years	\$50,286	\$51,040	\$52,316	\$53,363
4 Years	\$53,281	\$54,080	\$55,432	\$56,541

6. Whenever an employee is assigned the duties and responsibilities of a higher rank because of the temporary absence of the incumbent, then such employee shall be compensated at the higher rate for the performance of these duties if said assignment lasts one full shift. In the absence of a Dispatch Supervisor, the senior Dispatcher for that particular shift on that particular day will be compensated at the higher rate for the performance of the duties of the higher classification, provided the assignment lasts one full shift. The one full shift requirement shall not apply where the employee is serving in a recognized training capacity such as CTO or FTO. Any employee appointed within the

ARTICLE 12  
WORKING HOURS AND OVERTIME

Department to serve in an acting position of a higher classification shall receive all benefits incident to the classification.

7. Paydays: All employees shall be paid every other Thursday for the two (2) weeks prior to that payment. When the payday falls on a legal holiday, the employees shall be paid on the preceding day.

8. Travel Per Diem: Employees shall be reimbursed at rates equal to the Federal Per Diem rates for lodging, meals and incidental expenses.

B. Deferred Compensation Plan:

Employees shall be permitted to participate in the deferred compensation plan offered to any other City employees. The Union shall appoint one member to serve on the Deferred Compensation Committee. Participation at the meetings and functions shall be in an advisory capacity only. Employees may elect to defer compensation in addition to their regular biweekly deductions by submitting written notice (form to be provided) to the Controller's Office within thirty (30) days of the anticipated deduction. Sign-up periods remain biannual.

ARTICLE 12  
WORKING HOURS AND OVERTIME

A. Hours of Work: All employees' workweek shall be forty (40) hours consisting of five 8-hour workdays. Each employee shall be allowed one-half hour for lunch within each regular workday. Dispatchers shall also receive two 15-minute breaks. The employees' two days off shall be consecutive subject to the emergency requirements of the Department. Effective November 1, 2013, Employees' assigned to Patrol shall work 12-hour workdays on the schedules attached as Appendix K. Employee's assigned to Traffic shall work 10-hour workdays. If the Department concludes at any point that the continued use of 12-hour or 10-hour workdays is having a negative economic or

ARTICLE 12  
WORKING HOURS AND OVERTIME

organizational impact sufficient to unduly disrupt the operations of the Department, it may, with sufficient notice to the WPOA and an opportunity for the WPOA to address the issue(s), discontinue the use of the 12-hour and/or 10-hour days. Where the Department reverts back to 8-hour days, sufficient time shall be allowed so as not to disrupt previously selected shift assignments and furloughs.

It is further recognized and understood that the successful implementation and operation of the 12 hour and 10 hour shifts may require adjustments and modifications. When such is necessary or required the parties will, in good faith, meet in an effort to reach and implement satisfactory changes, or modifications. A written record will be maintained of any changes, and those changes shall be incorporated directly or by reference into Article 12.

1. Steady Shifts:

a. Employees shall be assigned to work steady shifts. For 8-Hour Workdays, shift preference selection sheets will be filled out by eligible Patrol Division personnel who will indicate first, second and third choices. Shift assignment will be made bi-annually by seniority at the beginning of the 28-day cycle closest to May 1 and November 1 of each year. Provided, however, a platoon having over 33-1/3% of officers with less than three (3) years experience, excluding probationary officers, may be adjusted using voluntary reverse seniority. Officers assigned to the split shift will be drawn from the Third Platoon by seniority. For 12-Hour Workdays, Shift preference selection sheets will be filled out by eligible Patrol Division personnel who will indicate first, second, third and fourth choices. Shift assignments will be made bi-annually by seniority at the beginning of the furlough periods, May 1st and November 1st of each year.

b. Probationary officers are not affected by this policy and will continue to be scheduled during said period according to the needs of the Department as

determined by management, and with the best interest of the employee's development.

c. In the event of transfers after forty-five (45) days prior to the implementation of the shift selection, the transferred employee shall work the shift of the employee into whose position he or she transferred until the next shift pick, at which time, the employee shall utilize his or her own department seniority for selection of his or her shift. Officers who transfer into units after the shift selection period and at least forty-five (45) days prior to the implementation of the shift assignment shall be allowed an opportunity to select primary and secondary shift choice as if they had been assigned to that unit during the shift selection period. The Department shall then realign to accommodate the shift preference of the officer who is transferring, based upon the officer's seniority as it affects the shift selection process. Officers who were offered an opportunity to select a primary and secondary shift selection are to be held to their primary and secondary choice. No changes in the document submitted will be allowed after the date specified by the Department ending the shift selection period.

d. Employees shall be permitted to voluntarily trade time insofar as the trade is completed within one (1) calendar year. The City shall maintain adequate records of all time traded.

2. Posting of leave days shall occur according to the following procedure. The Employer shall post leave days by the 18th day of the 28-day cycle preceding the 28-day cycle in which the days are to be taken for all employees. For those employees who select their leave days, the Employer shall issue leave day selection slips to said employees seven (7) days prior to the end of each 28-day cycle. The employees shall be required to submit the selection slip on or before the 5th day of the following 28-day cycle. If an employee fails to submit the selection slip to the Employer within the above-stated period, the Employer shall have the right to assign leave days for that employee. After the posting

ARTICLE 12  
WORKING HOURS AND OVERTIME

by the 18th day of the 28-day cycle, leave days for the following 28day cycle shall not be changed or modified except by mutual agreement between the employee and Employer. When it becomes necessary to cancel a leave day due to an emergency as stipulated in Chapter 7, Section 7.18 of the Warren City Charter, all employees affected shall be paid overtime and/or call-in pay as provided for in Sections B and C of this Article. Certain areas, such as the Detective Bureau or other bureaus of the Department, may work different 28-day schedules upon mutual agreement of the City and the W.P.O.A.

3. The Department may establish an early midnight car (11:00 p.m. to 7:00 a.m.) which will be manned by a pool of a minimum of six (6) officers (Applies to 8 hour shifts only). Pursuant to Article 12, the early midnight car will be posted as a separate shift selection.

Two (2) officers will be scheduled as the primary officers assigned to the early midnight car. The other four (4) officers will be scheduled on the regular midnight shift but will be scheduled for the early car as needed. In the event officers scheduled to work the early midnight car are not available to work, and the Department decides to fill the early car, it will hold over afternoon shift officers. Provided, however, the Department may require the other scheduled early car officers to report for the early car shift with seventy-two (72) hour prior notice.

The six (6) early midnight shift officers will pick their leave days, furloughs, etc., as part of the midnight shift.

Evidence Technicians, Field Training Officers and officers on probation will not be permitted to participate in the early midnight car.

B. Overtime: An employee shall be credited with compensatory time for all overtime worked at the rate of time and one-half. The employee has the option of taking compensatory time off or allowing his time to accumulate to a minimum of eight (8) hours and turn it in for cash payment. Provided, however, and notwithstanding the foregoing, it is understood that the W.P.O.A. members who are subject to the 480-hour accrued





compensatory time provision of the Fair Labor Standards Act (F.L.S.A.) are Police Officer Candidates, Police Officers and Corporals. The members of the W.P.O.A. known as Dispatchers are subject to the 240-hour compensatory time bank provision of the F.L.S.A. A one hundred fifty (150) hour maximum shall be placed on the amount of overtime to be accumulated. Employees shall be permitted to utilize compensatory time unless its use would be unduly disruptive to Police Department operations. In determining whether undue disruption occurs, the City will utilize, as part of its guidelines, the elements set forth by the United States Department of Labor, which are:

1. Normal work schedule;
2. Anticipated work loads;
3. Emergency situations;

4. Availability of substitute staff. Any other elements suggested by the Department of Labor will also be utilized. All of these guidelines have been discussed with Police Department administrative staff and it is understood that in making a decision to allow the use of compensatory time, supervisory officers will consider all of these factors and make every attempt to accommodate requests for compensatory time use. Requests for compensatory time will be considered in the order made. When converted to pay, compensatory time shall be paid at the rate in effect when payment is made. Any pre-April 16, 1986 compensatory time not previously cashed in under the parties' Agreement of June 20, 1986 shall be paid at the rate required by applicable regulations adopted under the F.L.S.A. Shift differential shall be included in overtime and compensatory time payments. F.L.S.A. overtime payments shall be paid pursuant to the Consent Judgment dated December 19, 1997 in the case entitled Fontaine et al v. City of Warren, U.S. District Court Case Number 96-CV-72020 DT assigned to the Honorable Julian Abele Cook, Jr.

Upon termination of employment, employees shall receive full payment for their compensatory time at a rate not less than the final regular rate received by the employee,

ARTICLE 12  
WORKING HOURS AND OVERTIME

or the average regular rate received by such employee during the last three (3) years of the employee's employment, whichever is higher.

When it becomes necessary to schedule an employee to work in excess of forty (40) hours a week due to an emergency as stipulated in Chapter 7, Section 7.18 of the Warren City Charter, all employees shall be paid time and one-half for all time over forty (40) hours.

C. Call-in Time: For the purpose of this section, "call-in time" is defined as the call-in of an employee after he has reported off duty and before his next following tour of duty. "Call-in time" is further defined to include off-duty police actions in which officers may become involved.

An employee shall be credited with one and one-half (1-1/2 ) hours for each hour on duty on a call-in, with a minimum of four (4) hours credit at straight time for each such call-in. Provided, however, that this minimum shall not apply to any call-in situation where an employee is involved in off-duty police actions which take place one (1) hour or less before said employee's starting time. In this situation, said employee shall receive time and one-half up to the start of his regular shift.

D. Off-Duty Appearances: If an employee is required to appear off-duty pursuant to subpoena, notice from the City, or ordered to appear in either civil or criminal matters such as court, administrative hearings, depositions or meetings as a result of his duties as a Warren city employee, he shall be credited with a minimum of three (3) hours at straight time or time and one-half, whichever is greater. All witness fees paid to employees appearing in civil cases on City time or for which off-duty appearance time is paid shall be turned in to the City, except for mileage allowance if the employee uses his own vehicle. Parking expense shall be reimbursed. For purposes of this section only, employees receiving workers' compensation payments shall be considered to be assigned to the day shift Monday through Friday.

E. Employees shall not receive call-in time for a court appearance that requires the travel time plus the appearance time to be one (1) hour or less before the employee's start time.

The parties agree that travel time is ten (10) minutes to 37th District Court; thirty (30) minutes to Mount Clemens; forty-five (45) minutes to Pontiac; sixty (60) minutes to Lincoln Park. The parties also recognize that an employee must first report to police headquarters in accordance with the travel time requirements noted above.

EXAMPLE: Employee starting at 4:00 p.m. is required to be at court at 3:30 p.m. Travel time from the station to court is thirty (30) minutes or less. There is no call-in time. Employee receives the time and one-half for the one (1) hour or less period before his shift.

EXAMPLE: Employee starts at 3:30 p.m. and is required to be at 37 District Court at 3:00 p.m. No call-in time is paid. Employee receives the time and one-half for the forty (40) minute period before his shift.

EXAMPLE: Employee starts at 4:00 p.m. and is required to be at court at 3:00 p.m. Travel time to court or agency is forty-five (45) minutes. The employee is required to report at 2:15 p.m. for duty. Employee receives three (3) hours call-in time.

F. Employees who are unable to report for work due to extraordinary severe snow conditions will be permitted to change their absence to personal leave, sick leave, furlough, leave days, or to AWL time.

G. Overtime shall be distributed among eligible employees as follows:

1. Off-Duty Overtime Assignments: Notice of all off-duty overtime assignments (school, community or business functions, OUIL) shall be given at least forty-eight (48) hours in advance of the assignments. All employees interested in the assignment shall sign up. The required number of employees and

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WORKING HOURS AND OVERTIME

an equal number of alternates shall be selected in order of least overtime worked. If a selected employee is not available to work the assignment and the Department desires to fill the assignment, the next alternate will be utilized. Selected employees and/or alternates not available to work the assignment shall be charged for time worked for purposes of the equalization list. If no alternates are available, the Watch Commander shall call employees on the shift during which the overtime occurs in order of least overtime hours worked.

If the Department is notified of an off-duty overtime assignment less than forty-eight (48) hours from its occurrence, working employees will be notified via radio of the opportunity and the employee volunteer with the least amount of overtime worked will receive the assignment.

2. Department Generated On-Duty Required Overtime With Notice: In the event the Department becomes aware that on-duty overtime will be required for one employee more than one hour of its occurrence or for more than one employee more than two hours of its occurrence, the Watch Commander shall first call employees assigned to his shift in order of least overtime worked. When sufficient manpower cannot be obtained from his shift, he will attempt to acquire manpower from the preceding shift, following then by the oncoming shift. When an employee declines an offer of overtime or is unavailable (except when on sick leave, disability leave or funeral leave) to commit himself to an overtime assignment, he shall be charged as if he had worked for purposes of the equalization list. Inconvenience shall not obviate the requirements of this Article. In the event there are no overtime volunteers, the Watch Commander may order the lowest seniority employee to work the available overtime.

3. Department Generated On-Duty Required Overtime Without Notice: In the event the Department becomes aware that on-duty overtime will be required for one employee less than one hour of its occurrence or for more than one employee less than two hours of its occurrence, the Watch Commander may obtain

volunteers in the most efficient but reasonable manner. In the event there are no overtime volunteers, the Watch Commander may order the lowest seniority employee to work the required overtime.

Overtime requiring employees with specialized training shall be limited to those employees possessing such training.

For purposes of equalization, on July 1 of each year, all employees shall be deemed to have worked zero (0) hours overtime.

4. Due to the implantation of 12-hour days, the on-duty required overtime provisions as pertains to the need for on-duty required overtime to address civil disorders or other emergency requests for personnel shall be modified as described below. The modified procedure takes into account that 12-hour shifts are divided into four (4) distinct shifts: Days Blue, Days Red, Nights Blue, and Nights Red. The most efficient manner shall be to contact any personnel currently assigned to the shift during the occurrence who may be currently on work-leave or leave-work or off for any other reason, excluding sick leave, funeral leave, or disability. If this does not result in enough volunteers, the Watch Commander will then begin to contact the opposite color corresponding shift. For example, if occurring on Days Blue, Days Red will be contacted second. The next shift to be contacted should be the opposite time shift that is not the oncoming shift. For example, if occurring on Days Blue, Nights Red would be contacted third as Nights Blue will be the next shift to report for normal duty. For this reason, the oncoming shift will be the last to be notified. [See Appendix N – Letter of Understanding On-Duty Required Overtime dated October 9, 2015]

H. The Employer shall have the right to schedule a reasonable amount of overtime in accordance with this Article. This may include requiring employees to work overtime on their leave days. Under these circumstances, if there are insufficient volunteers for

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WORKING HOURS AND OVERTIME

scheduled overtime, the Department may use reverse seniority to make assignments. Once an employee is scheduled to work overtime, he shall be given a minimum of four (4) hours straight time for the overtime in accordance with Article 12(C) unless the employee is given notice in accordance with the current practice that the overtime is cancelled before the employee reports to work. Provided, however, if an employee is scheduled to work overtime on his leave day, he shall be paid for all hours scheduled unless he is given at least twenty-three (23) hours advance notice of cancellation, but this provision shall not apply in those instances where employees have regularly and consistently been assigned to work leave days, such as court appearances.

Cancellation of overtime assignments of employees in the Special Investigations Division shall be handled as they have been in the past, except that if such an employee is scheduled to work overtime on a leave day, on an unusual job assignment involving overtime scheduled in advance by the Department which is not a routine job assignment for that division, such as a parade, then such employee shall also be entitled to twenty-three (23) hours of advance notice of cancellation.

I. Additional Dispatcher Overtime Provisions:

1. When dispatchers are on vacation, they shall not be ordered in for overtime work, except in the case of an emergency. Single Furlough Days do not constitute a dispatcher being on vacation. In the case of an emergency, the Department must exhaust all alternatives for call-in/ordered-in time before contacting dispatch personnel who are on vacation. An emergency exists if: (a) an emergency is declared by the Mayor in accordance with the provisions of the City Charter; (b) an incident occurs which requires the Department to call-in three (3) or more police officers for duty; or, (c) two (2) or more scheduled dispatchers are absent from the same shift. The definition of emergency as stated herein shall apply only to situations where a dispatcher is ordered into work while on vacation. This definition is not intended to either alter or modify emergency language found elsewhere in the collective bargaining agreement or otherwise impact upon any



previous interpretation of the term "emergency" by an arbitrator. Notwithstanding the existence of any emergency, dispatchers shall not be ordered in from sick leave.

2. Dispatchers may take their lunch break in conjunction with their two (2) fifteen (15) minute breaks. If there are only three (3) dispatchers working on a shift and there are no volunteers to work overtime for lunch relief twenty-four (24) hours prior to the event, the three (3) dispatchers working that shift must remain within the immediate vicinity of their work stations and eat lunch as time permits. When this occurs, the three (3) dispatchers shall be compensated for their thirty (30) minute lunch period at one and one-half (1 1/2) times their current rate of pay.

3. The Department shall establish a call-in list for dispatchers. Dispatchers will be placed on the list by seniority. Call-ins for overtime shall occur on the basis of equalized overtime. If the "low hours" dispatcher does not answer the telephone, the Department may call the next "low hours" dispatcher on the list. Seniority shall apply when all overtime is equal; however, seniority shall not take priority over equalization of ordered overtime. Dispatchers shall be allowed the opportunity to volunteer for any and all overtime and these hours shall be reported on the equalization list. If the

Department receives prior notice of an absence on the next shift, and there are no volunteers on the current shift, the Department may hold over the dispatcher with the lowest equalized hours on the current shift for up to four (4) hours.

4. If a dispatcher is contacted and refuses to work the overtime, the dispatcher will not be charged for the hours he/she would have worked on the equalization list.

ARTICLE 13  
SHIFT PREMIUM

5. Dispatchers shall not work in excess of twelve (12) consecutive hours. A dispatcher may be ordered back to work after a minimum break of eight (8) hours following a twelve (12) hour shift. The Department may assign police officers to perform dispatch work if there is an insufficient number of dispatchers available to fill a shift.

ARTICLE 13  
SHIFT PREMIUM

Employees assigned by the Department for work on afternoons, midnights, and the split shift shall be paid shift premium at the following rates:

1. Premium pay of four percent (4%) of base pay per hour for the afternoon shift.
2. Premium pay of five percent (5%) of base pay per hour for the split shift.
3. Premium pay of six percent (6%) of base pay per hour for the midnight shift.

Such shift premium shall be paid in addition to the base rate of pay for each employee. When an employee is absent from his regular tour of duty on compensatory time off funeral leave and all Union time, he shall be eligible for shift premium pay. When an employee is absent from his regular tour of duty due to sickness, disability leave, furlough, personal leave, or birthday, he shall not be eligible for shift premium pay. For the purpose of this section, "shifts" are defined as follows:

A. Afternoon Shift: Afternoon shift is hereby defined as any full-time shift commencing at 2:00 p.m. or between the hours of 2:00 p.m. and 6:00 p.m., which terminates not more than two (2) hours after 12:00 midnight.

B. Split Shift: Split shift is hereby defined as any full-time shift commencing at 6:00 p.m. or between the hours of 6:00 p.m. and 10:00 p.m., which terminates not more than six (6) hours after midnight.

ARTICLE 14  
HOLIDAYS

C. Midnight shift: Midnight shift is hereby defined as any full-time shift commencing at the hour of 10:00 p.m. or between the hours of 10:00 p.m. and 4:00 a.m., which terminates not more than twelve (12) hours after 12:00 midnight.

ARTICLE 14  
HOLIDAYS

Each employee shall be paid for fourteen (14) holidays per year at the employee's base rate of pay. These holidays shall be July 4, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve, New Years Day, Martin Luther King Day, Washington's Birthday, Good Friday, Easter and Memorial Day. Eligible employees will be paid twice a year for these holidays, for five (5) holidays, July 4, Labor Day, Veterans Day, Thanksgiving Day, and the Day after Thanksgiving, on the first pay in December and the other nine (9) holidays on the first pay in June.

Double time shall be paid for overtime hours worked on the holidays specified in the first paragraph. Employees working any of the above holidays shall receive time and one-half (1-1/2) for all regular hours worked on the holiday. An employee shall be deemed to have worked on the holiday when his shift began on the holiday.

ARTICLE 15  
SICK LEAVE

A. Sick leave days shall be earned and granted at the rate of eight (8) hours for each calendar month worked.

Effective for employees hired after December 1, 1986, sick leave days may not accumulate in excess of one hundred forty (140) days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum). Upon

ARTICLE 15  
SICK LEAVE

resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum).

Sick leave shall be granted for absence from duty because of personal illness or legal quarantine. Sick leave also may be used for some emergencies; it may be used as emergency leave for short periods in case of serious illness in an employee's immediate family or spouse's immediate family.

Immediate family includes husband, wife, children, stepchildren, mother, father, brothers, sisters, mother-in-law, father-in-law, and grandparents of an employee.

When an employee reports for work on his regular tour of duty and during the course of this tour of duty becomes sick, this sick time shall not be deducted from compensatory time, but the time sick shall be deducted in the form of hours from his sick bank.

B. An employee shall be allowed to use four (4) accumulated sick days per year for personal business. The employee shall notify his supervisor at least three (3) days prior to taking a personal leave day off, unless the personal leave is to be used for an immediate emergency. The City agrees that permission will not be unreasonably withheld. Said personal leave days may be taken consecutively and may be attached to scheduled leave or furlough days.

C. By January 31 of each year, employees shall have the option of redeeming up to one-half (1/2) of unused sick days earned the previous year. Days charged against sick leave shall not include personal leave days, but shall include sick days, and one-quarter (1/4) sick days used to supplement sickness and accident insurance benefits.

1. Request must be made prior to January 31 in the year following in which the days were earned;

ARTICLE 16  
ON-THE-JOB INJURY

2. Maximum of six (6) days shall be paid and included in FAC, except as may occur under paragraph D below;

3. Payment shall be made at the rate in effect when money is paid;

4. Days paid shall be deducted from the employee's sick bank;

5. City shall pay for all redeemed sick days on the first pay in March.

D. The City shall allow the redemption of an additional six (6) unused sick days earned the previous year deducted from the employee's sick leave bank if they have taken no sick days off the previous year. This payment will not be included in final average compensation.

An employee shall not be eligible to participate in the sick leave buy back option for sick days earned in the calendar year in which he was hired.

ARTICLE 16  
ON-THE-JOB INJURY

A. The City of Warren will continue to pay the difference between workers' compensation and base pay to each employee qualifying this section up to a maximum of six (6) months. The Association may apply to the City Council for an extension. Provided, however, that it is not intended that any employee is to receive more than a full year's pay as a result of this clause in conjunction with the vacation plan.

B. The Employer will not pay such an employee his sick day bank without his written consent.

C. In the event of a disputed workers' compensation claim, the City will pay the difference between workers' compensation and base pay for the period, if any, that the claim is settled or recognized as compensable under workers' compensation, as subject to the provisions of Section A above.



ARTICLE 17  
SICKNESS AND ACCIDENT INSURANCE

ARTICLE 17  
SICKNESS AND ACCIDENT INSURANCE

The City shall provide a sickness and accident insurance plan whereby employees will be provided benefits amounting to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the occurrence of the following events:

1. First (1<sup>st</sup>) day of accident;
2. First (1<sup>st</sup>) day of inpatient hospitalization (includes outpatient surgery);
3. Sixteenth (16<sup>th</sup>) calendar day of sickness.

Employees may utilize their sick bank for the first fifteen (15) days in cases of sickness where there is no hospital confinement. On the sixteenth (16<sup>th</sup>) day of sickness, employees may choose to be covered by the insurance provided herein or may, at their option, continue to utilize their sick bank. While receiving insurance benefits, employees may choose to have a deduction of one quarter (1/4) of a sick day or one-quarter (1/4) of a vacation day for each day of benefits to supplement the insurance payments.

ARTICLE 18  
VACATIONS (FURLOUGH)

A. All employees shall receive two (2) ten-day (10) vacation periods with pay after one year of continuous service with the Department. Effective November 1, 2013, all furlough time will be converted from days into hours, therefore, all employees shall receive two (2) 80-hour vacation periods with pay after one year of continuous service with the Department.

B. The summer vacation period shall be May 1 through October 31. The winter vacation period shall be November 1 through April 30. Vacations shall be picked within the individual watch, or platoon, and within the division or unit by seniority in rank with each rank picking separately. There shall be at least one (1) separate vacation slot available for each rank.

ARTICLE 18  
VACATIONS (FURLOUGH)

C. All employees shall be eligible for vacations according to the following schedule ("years of service" shall be defined to include service from date of hire as a member of the Warren Police Department):

Years of Service	Furloughs (Days)	Furloughs (Hours)
1 through 10 years	Two 10-day furloughs	Two 80-hour furloughs
11 years	One 10-day; One 11-Day	One 80-hour; one 88-hour
12 years	One 10-day; One 12-day	One 80-hour; one 96-hour
13 years	One 10-day; One 13-day	One 80-hour; one 104-hour
14 years	One 10-day; One 14-day	One 80-hour; one 112-hour
15 years	One 10-day; One 15-day	One 80-hour; one 120-hour
16 years	One 11-day; One 15-day	One 88-hour; one 120-hour
17 years	One 12-day; One 15-day	One 96-hour; one 120-hour
18 years	One 13-day; One 15-day	One 104-hour; one 120-hour
19 years	One 14-day; One 15-day	One 112-hour; one 120-hour
20 years	Two 15-day furloughs	Two 120-hour furloughs

Notwithstanding the above schedule, Dispatchers shall receive the number of vacation days as provided in the Local 1250 contract for continued or continuous service employees as of June 30, 1987. Said days shall be frozen and there shall be no reduction. Provided, however, any further increases in Dispatcher vacation days after July 1, 1987 shall be in accordance with the W.P.O.A. schedule.

ARTICLE 18  
VACATIONS (FURLOUGH)

D. An employee shall not be permitted to bank vacation time from one period for use in the next without permission from his designated commanding officer, which permission will not be unreasonably withheld, except that any employee who is off due to illness of any nature during his regularly scheduled vacation may carryover his last due vacation if he cannot reschedule his vacation. Provided further, permission will not be unreasonably withheld to enable an employee to achieve maximum vacation fold-in under Article 18 (E) (2) prior to retirement.

E. Vacation Accrual System:

1. Employees shall accrue vacation time on a daily basis in accordance with the formula set forth in Appendix A. All employees on the payroll as of July 1, 1982 shall receive, retroactively from date of hire, an adjustment for any vacation time they did not receive but should have accumulated under this daily accrual method. Adjustments to employees' vacation banks shall be made as of August 16, 1984. Thereafter, each employee shall have a vacation bank kept up-to-date by the Department.

2. In the event employment is terminated, or an employee is otherwise separated from employment, the employee shall be paid for all unused and accrued vacation time not to exceed a total of thirty (30) days, or the number of days an employee had banked on November 1, 1989, whichever is greater, which shall be folded into final average compensation. The Union shall be provided with documentation on accrued vacation time for all retirees.

F. Single Furlough Days:

1. Uniformed Police Officers assigned to patrol and dispatchers shall be permitted, upon written request, which permission shall not be unreasonably withheld, to use single furlough days. It is specifically understood, however, that officers shall under no circumstance use single furlough days to work or accrue overtime, including overtime attributable to foreseeable court appearances.

ARTICLE 19  
CLOTHING AND CLEANING ALLOWANCE

The decision to revoke shall not be for arbitrary or capricious reasons but shall be based on legitimate business reasons. Any abuses of single furlough days shall be addressed under the disciplinary provisions of the collective bargaining agreement.

2. Employees will be allowed to utilize a maximum of five (5) single furlough days in any vacation period.

3. No single furlough days shall be approved without 24 hours prior notice to the officer's supervisor.

ARTICLE 19  
CLOTHING AND CLEANING ALLOWANCE

A. Except as otherwise provided herein, all officers shall receive five hundred fifty dollars (\$550.00) annually for uniforms and equipment. The maximum an employee will be allowed to accumulate in their clothing allowance will be the total of three (3) years of their earned credit. Uniforms and equipment shall mean all police-related items offered by the clothing vendor and approved by the Department.

B. All newly-hired employees shall be furnished the initial uniforms and equipment complement designated for their rank. On the first anniversary date of employment as a Police Officer, officers shall receive a prorated amount for the balance of the fiscal year in which their first anniversary date falls. Participation in the New Hire Body Armor Program is described in Appendix L attached hereto.

C. The annual clothing allowance for corporals shall be seven hundred fifty dollars (\$750.00). Officers working in plain clothes, regardless of rank, shall receive the annual clothing allowance. Clothing allowance for plain-clothes officers shall be on a reimbursement basis. To insure prompt payment, requests for reimbursement must be made in accordance with the Cutoff Date Schedule for the City Council List of Bills

ARTICLE 20  
LONGEVITY PAY

procedure. Payment will be made within three (3) days of date of approval of such payment by City Council.

D. The City will continue to bear the initial cost of the specialized uniforms required to be worn by personnel transferred to the Motor Traffic Bureau (motorcycle duty). The City shall provide the Union with a list detailing the complement of clothing for new hires, Motor Traffic and Aviation.

E. There shall be no change in the Police Department policy regarding the wearing of uniforms by Dispatchers. Presently, Dispatchers are not required to wear uniforms.

F. The Union may create a Uniform and Appearance Committee, which Committee shall be empowered to meet with the Police Department administration from time to time to make recommendations with respect to uniforms, equipment and personal appearance.

G. The cleaning allowance for Police Officers and Corporals shall be six hundred dollars (\$600.00) annually. The cleaning allowance shall be paid in the first pay of each November. In the event that an employee is off duty for at least sixty (60) working days during any benefit year, this allowance shall be paid on a prorated basis. For the purposes of this Article, the term "benefit year" shall refer to the twelve (12) months immediately prior to the payment date of such allowance.

ARTICLE 20  
LONGEVITY PAY

A. Longevity pay shall be paid on the following basis:

Two percent (2%) of base pay after five (5) years of service;

Four percent (4%) of base pay after ten (10) years of service;

Six percent (6%) of base pay after fifteen (15) years of service;



Eight percent (8%) of base pay after twenty (20) years of service;  
and Ten percent (10%) of base pay after twenty-five (25) years of  
service;

"Years of service" shall be defined to include service from date of hire as an  
employee of the City of Warren.

B. Longevity payments shall be computed upon the base pay of each employee  
up to a maximum base of thirty-four thousand dollars (\$34,000.00) per year.

C. Longevity payments will be made with the first paycheck following completion  
of the service year. Upon separation of employment, an employee will be entitled to  
receive a prorated longevity payment of one-twelfth (1/12) of the annual longevity  
payment for each completed month of service since the last payment.

ARTICLE 21  
LIFE INSURANCE

A. The Employer shall provide all employees with a fifty thousand dollar  
(\$50,000.00) life insurance policy with a double indemnity clause without cost to the  
employees. A four thousand dollar (\$4,000.00) policy shall be provided, effective July 1,  
1997, for employees who retire in the future at no cost to the retirees.

B. In addition to the base amount of group life insurance provided above,  
employees shall be offered the opportunity to apply for additional protection at  
competitive group rates with the City's insurance company. The City will contribute fifty  
percent (50%) of the premium with respect to these benefit amounts up to one hundred  
thousand dollars (\$100,000) of additional coverage. If available from the insurance  
carrier, the City will also make available coverage as stated below:

1. The Employees can apply for additional coverage in increments of ten thousand  
dollars (\$10,000) to a maximum of five hundred thousand dollars (\$500,000). Coverage

ARTICLE 22  
HOSPITALIZATION INSURANCE

for the spouse is available in increments of five thousand dollars (\$5,000) to a maximum of two hundred fifty thousand dollars (\$250,000). Additional coverage for dependent children is available in the amount of five thousand dollars (\$5,000) per child.

2. The portion of the premium amounts to be paid by the employee shall be deducted from the Employee's paycheck as a payroll deduction. Enrollment meetings and forms shall be made available to Employees by the City.

ARTICLE 22  
HOSPITALIZATION INSURANCE

A. Effective 2/1/2012 for current employees and for employees who retire after 3/1/2012, the Employer shall provide medical insurance benefits in accordance with the Blue Cross/Blue Shield City of Warren PPO 500/1000 Plan attached hereto as Appendix B. The calendar year deductibles, co-pays and dollar maximums are set forth in Appendix B along with a summary of the benefits. Specifically, employees are subject to a \$20.00 co-pay for office visits, urgent care, and chiropractic spinal manipulations. There is a \$100 co-pay for non-qualified emergency room visits. The prescription drug card for retail prescription drugs is five dollars (\$5.00) for generic drugs, twenty-five dollars (\$25.00) for formulary brand name drugs, and fifty dollars (\$50.00) for non-formulary brand name drugs and lifestyle drugs. A ninety (90) day mail order card is also available with the following co-pays: five dollars (\$5.00) for generic drugs; fifty dollars (\$50.00) for formulary drugs; and one hundred dollars (\$100.00) for non-formulary and life style drugs. Except as set forth in Paragraph C below, the benefits provided to active employees and retirees shall be provided at no premium cost to the employees and retirees through June 30, 2016 notwithstanding any statutory provisions to the contrary.

B. Blue Cross benefits will be brought up to match any improvements negotiated by other City bargaining units.

C. The hospital and medical service plan shall provide coordinated coverage between any available Federal program (Medicare), benefit, or plan which will in total

result in benefits at least the same as those provided under the Blue Cross-Blue Shield Plan presently in effect at no cost to the retiree.

D. Employees and retirees shall have the option once a year, during the open enrollment period, to have Blue Cross/Blue Shield City of Warren PPO 500/1000 Plan coverage set forth herein or the Health Maintenance Organization Plan (if retired prior to October 1, 2013). The Employer will have no obligation to give notice regarding the open enrollment period for retirees; notification will be the obligation of the retiree. Should the cost of the Health Maintenance Organization coverage be higher than the Blue Cross PPO 500/1000 medical/health coverage, the employee or retiree shall pay the difference in the premium costs.

E The health insurance benefits provided for in this contract are subject to the terms and conditions of the medical insurance plan selected by, or provided to, the employee. The terms and conditions of the HMO Plan and the City of Warren Medical Benefit Plan, and the Operating Agreements which have been provided to the Union are incorporated into the contract by reference.

F. All employees covered by this Agreement shall be offered a Health Maintenance Organization Plan as an option to the current Blue Cross Plan. It is understood, however, that should the cost of such plan rise above the cost of the current Blue Cross Plan, the employee will pay the difference in premium cost. All employees shall be advised of this stipulation in writing along with the policy duration and a summary of benefits at the time of enrollment. Employees covered under the Health Maintenance Organization Plan shall receive the optical and drug prescription drug riders available through such plan. The City will provide a summary of benefits for the designated HMO to the Union and reasonable notice in the event of any change of plan. Effective, October 1, 2013, the HMO, Health Alliance Plan will be eliminated as an option for active employees. Those who retired prior to October 1, 2013, will be able to maintain the HMO.

ARTICLE 22  
HOSPITALIZATION INSURANCE

G. Employees hired before the 25th of the month shall receive medical insurance coverage on the first of the following month. Employees hired on or after the 25th of the month shall receive medical insurance coverage on the first of the second month following the date of hire, subject to the terms and conditions of the plans as provided in Paragraph E above.

H. Health Insurance Opt Out. The City and the W.P.O.A. agree to the following for those members of the bargaining unit who are eligible to receive health insurance benefits under the City's medical plan.:

1. The City will pay a three thousand dollar (\$3,000.00) cash per year incentive to eligible employees who elect to decline the City's medical plan insurance (health, vision, dental) during the entire year.<sup>1</sup> The payment will be paid to eligible employees in December of each year. Employees who decline coverage during the year will receive the sum of two hundred fifty dollars (\$250.00) per month payable in December of each year for each full month they did not have coverage.

2. Employees will be eligible to decline coverage consistent with the criteria established by the City and its insurance carrier.

3. Employees will be able to re-enroll in the City's medical plan when they are covered under health insurance from another source and lose that coverage. Re-enrollment shall occur as soon as allowable under the applicable insurance policy.

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<sup>1</sup> Member shall be allowed to participate in the group dental program provided they pay the cost of coverage.

4. When an employee makes a decision to re-enroll in the City's medical plan which is not caused by the loss of health insurance from another source, that employee cannot reenroll until the next annual enrollment period.

5. This provision will be effective upon the first day of the second month after ratification of the Agreement. The cash incentive shall be available to eligible retirees until they become Medicare eligible.

I. Officers and Dispatchers hired on or after July 1, 2000 must have twenty-five (25) years of service to obtain retiree health insurance benefits, provided that:

1. Time bought shall equal time served;

2. An employee has attained the age of fifty-five (55) and retires with at least ten (10) years of service shall be eligible for the full retiree health benefit, except that if the employee has other health insurance, the other insurance shall be primary and the City health benefit shall be secondary.

3. There shall be no change with respect to health benefits for employees eligible for a duty or non-duty disability retirement.

J. Employees hired in the rank of Police Officer after July 25, 2006 shall participate in the ICMA Vantage Care Retirement Health Savings Plan in lieu of the City of Warren Retiree Health Insurance. The Employer shall contribute two percent (2%) of wages into the plan. The employee will be required to contribute a minimum of two percent (2%) of wages into the plan, and may contribute up to ten percent (10%) of their wages, if allowed by law.

Those police officers participating in the Health Savings Plan who satisfy the eligibility requirements for retiree health care as imposed upon employees hired before July 25, 2006 and after July 1, 2000 shall be given the option of purchasing the health care available to employees hired before July 25, 2006 at the illustrative rate.

ARTICLE 23  
DENTAL INSURANCE

ARTICLE 23  
DENTAL INSURANCE

All members shall be covered by a 75/25 Delta Dental Insurance program, or its equivalent, whereby the City pays the premium for such plan. These benefits shall apply to the employee, the employee's spouse, and the employee's dependent children.

The annual benefit limit for Class I and Class II benefits under the 75/25 Delta Dental Plan shall be one thousand five hundred dollars (\$1,500). The lifetime maximum per eligible person for Class III benefits shall be seven hundred fifty dollars (\$750.00).

Individuals in the bargaining unit who retire after July 1, 1997 shall have fifty percent (50%) of their total monthly premium for 75/25 Delta Dental Insurance deducted from their monthly pension check should they elect such coverage. The remainder of the 75/25 Delta Dental Insurance premium shall be paid by the City. These benefits shall apply to the retiree, the retiree's spouse, and the retiree's dependent children. Retirees shall be subject to the benefit limit applicable to them at the time of retirement.

ARTICLE 24  
VISION CARE COVERAGE

All employees shall be covered by a vision insurance plan, unless a vision plan is provided to the employee by another City insurance program. The coverage under the vision plan is contained in Appendix C attached to the collective bargaining agreement (\$250.00 maximum every two (2) years).

ARTICLE 25  
INSURANCE ADVISORY COMMITTEE

A Health Insurance Advisory Committee shall be established consisting of not more than three (3) representatives from each party. The committee shall meet at least one (1) time quarterly to consider health and dental care issues, including issues pertaining to the existing plans, coverage, complaints, the sick and accident plan, workers compensation



ARTICLE 26  
CIVIL LIABILITY

and alternative health and dental plans. The committee shall have the authority to make recommendations to the City as warranted. No change in existing health and dental benefits shall occur based on any recommendation without the written, mutual consent of the parties. The committee shall not serve as a substitute for the grievance procedure nor preclude the filing of any grievance. With the consent of the parties, the committee may meet in joint session with representatives from other City bargaining units.

ARTICLE 26  
CIVIL LIABILITY

The City of Warren agrees to indemnify, save and hold harmless all employees covered by this Agreement from and against all claims, or suits, based on negligence, tort, or civil rights violations and shall include payment of damages, costs, losses and expenses arising out of the defense of each and every action taken by a Police Officer in the course and in the performance of their lawful duties as Police Officers to the extent of the monetary limits currently maintained in the liability insurance carried by the City. Said indemnification shall include, but not be limited to, false arrests, false imprisonment, malfeasance, nonfeasance, assault and battery, negligence, civil rights violations or any other cause of action which is a result of actions taken by a Police Officer in the course of and arising out of their lawful performance of his duties as a Police Officer. Said indemnification shall either take the form of insurance coverage, including defense and payment of judgment or settlement, or by providing of legal counsel and payment of judgment or settlement at the option of the Employer.

ARTICLE 27  
FUNERAL LEAVE

A. In the event of the death of one of the following listed relatives of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed three (3) working days:

ARTICLE 28  
EDUCATIONAL INCENTIVE PROGRAM

Sisters	Daughters-in-law
Brothers	Sisters-in-law
Father-in-law	Brothers-in-law
Mother-in-law	Grandparents on both sides
Sons-in-law	Grandchildren

B. If the funeral services are to be held at a place three hundred (300) miles or more from the City of Warren, two (2) additional working days shall be allowed for a total of five (5) working days without loss of pay.

C. In the event of the death in the immediate family of an employee, the employee shall be entitled to leave without loss of pay for a period not to exceed five (5) working days. The immediate family of an employee is defined as follows:

Husband	Mother
Wife	Stepmother
Children	Father
Stepchildren	Stepfather

D. If a death occurs under these provisions while an employee is on furlough, upon notice, his status shall be changed to funeral leave.

E. An employee assigned to ten (10) hour shifts shall receive only four (4) working days for immediate family. An employee assigned to twelve (12) hour shifts shall receive only three (3) working days for immediate family, regardless of distance.

ARTICLE 28  
EDUCATIONAL INCENTIVE PROGRAM

A. Police Officers, Corporals and Dispatchers shall be entitled to participate in an educational incentive program under which the City shall pay Police Officers and Dispatchers who have completed four (4) years of service as Officers or Dispatchers with the Warren Police Department, two hundred dollars (\$200.00) for a Certificate, four

ARTICLE 29  
RESIDENCY

hundred dollars (\$400.00) for an Associate Degree and six hundred dollars (\$600.00) for a Bachelor's Degree in Police Science and/or Police Administration from an accredited college or university. These benefits shall be paid the second payday in August.

B. Officers and Dispatchers who attain an Associate Degree, Bachelor Degree, or a Certificate in Police Science and/or Police Administration and/or four (4) years of service after the August pay date and before the end of the calendar year shall receive their first such payment in January.

C. Upon separation of employment, an employee will be entitled to receive a prorated education incentive payment.

ARTICLE 29  
RESIDENCY

There shall be no residency requirement for any bargaining unit member.

ARTICLE 30  
RETIREMENT BENEFITS

A. As provided for in Chapter 16, Section 16.1 of the Warren City Charter, all officers shall be covered by Act 345 of the Public Acts of 1937, as amended. Provided, however, that the annuity factor for officers retiring after July 1, 1982 shall be increased to 2.5% for each year of service for the first twenty-five (25) years and 1.0% for each year thereafter. Final average compensation shall continue to be computed upon the best three (3) of the last ten (10) years of an officer's service. The method of computing final average compensation shall continue in accordance with past practice. Final average compensation shall include base wage, cost of living allowance, overtime, longevity, holidays, shift differential, education allowance, gun allowance, and any other compensation which was received by an employee each year for work done in that year,

ARTICLE 30  
RETIREMENT BENEFITS

and shall also include payments for accumulated sick and vacation time, but shall not include clothing and cleaning allowance.

B. In the calculation of the pension benefit only for members of the bargaining unit, wages and other FAC includable benefits received retroactively as part of a contract settlement, or resolution, shall, where a settlement, or resolution, exceeds eighteen (18) months from the expiration of the prior agreement, be applied to the year in which the wages were earned. Where the settlement or resolution occurs prior to the expiration of eighteen (18) months, the retroactive wages shall be applied to the year the amounts are paid to the employee. In view of the above, the parties agree to commence negotiations for a successor agreement, in good faith, on or before March 1, 2013. This provision shall not effect actual payment of retroactive wages and benefits.

C. Except as provided in Section D below, Cadet service time shall not be recognized for purposes of "years of service" toward retirement.

D. Officers shall be entitled to "buy back" prior Cadet and Police service time for purposes of accumulating years of service toward retirement. This "buy back" option may be exercised in the same fashion as military time "buyback". Maximum to be three (3) years credit. This option must be exercised by December 31, 1990. Repayment to the pension system shall be made within three (3) years of exercising the "buy back" option through monthly payroll deductions. Officer payment into system to be five percent (5%) of his full-time compensation. Effective January 1, 1991, employees who have not exercised their option to buy back time may buy back prior Cadet and Police service time at the actual cost as determined by the Retirement System's actuary without cost to the City.

E. Officers shall be entitled to "buy back" military service credit as permitted under Act 345 of the Public Acts of 1937, as amended. Maximum to be up to six (6) years credit. Officer payment into system to be five percent (5%) of his full-time compensation subject to the following rules:

1. Officers who were employed prior to November 7, 1977 to be allowed three (3) years from the date of hire to exercise this option.

2. Officers who were hired after November 7, 1977 to be allowed three (3) years from the date of hire to exercise this option.

3. Repayment to pension system to be made within three (3) years through monthly payroll deduction.

4. The City reserves the right to make its pension contribution over the same number of years as the officer.

5. In no event will the City institute increased pension payments resulting from military service credit until the entire service credit is paid in full.

Officers shall have until December 31, 1990 to exercise their option to buy back military service credit as provided herein. Effective January 1, 1991, officers who have not exercised their option to buy back military service time may buy back prior military service time at the actual cost as determined by the Retirement System's actuary without cost to the City.

F. It is expressly understood that the Employer shall pay any increased cost incurred as a result of the retirement benefits provided in this Article. Effective July 1, 1986, officers shall pay three percent (3%) pension contribution. Effective July 1, 1987, officers shall pay one percent (1%) pension contribution. Employees to receive refund of excess contributions from July 1, 1986 in lump sum. The City shall reimburse the Retirement System for the above employees. Effective 1/10/2012, the pension contribution for Officers hired prior to July 1, 2000 shall be increased from one percent (1%) to three percent (3%) and the City's contribution to the employee's annuity shall be correspondingly reduced from four percent (4%) to two percent (2%). It is understood and agreed between the parties that the 1/10/2012 change pertaining to employee



ARTICLE 30  
RETIREMENT BENEFITS

contributions does not further open the pension moratorium described in Paragraph P of this Article.

G. The following shall apply only to officers hired on or after July 1, 2000:

1. The employee pension contribution shall be five percent (5%);

2. Officers retiring with twenty-five (25) years of service shall not receive annual pension payments in an amount in excess of eight percent (80%) of base pay at the time of retirement; eighty-one percent (81%) at twenty-six (26) years; eighty-two percent (82%) at twenty-seven (27) years; eighty-three percent (83%) at twenty-eight (28) years; eighty-four percent (84%) at twenty-nine (29) years; eighty-five percent (85%) at thirty (30) or more years. It is understood that base pay shall not include any benefits, except that where an employee is receiving premium pay in a preferred job for at least twelve (12) months immediately prior to retirement, the applicable base pay rate shall include the premium pay adjustment.

H. If a member on a disability pension dies but has failed to elect an option prior to age fifty-five (55) or before regular retirement, the surviving spouse shall receive a reduced actuarial pension (as defined under Option I, MCLA 38.556 (1)(h)) notwithstanding the retiree's death.

I. Optional Annuity Withdrawal: All members of the bargaining unit shall have the right to elect to receive on the effective date of their service retirement a partial or total refund of accumulated contributions. If a member makes such an election, the annuity payable under any retirement option shall be reduced proportionately. Such optional annuity withdrawal is intended to give each employee the right to immediately withdraw upon retirement all or part of the employee's accumulated contributions subject to the following provisions:

1. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the employee contribution (annuity) withdrawal.



2. The Police and Fire Retirement Commission shall utilize the monthly interest rate reflecting current market conditions as published by the Pension Benefit Guarantee Corporation (PBGC) to be used as the assumed rate of investment return in calculating the forfeited benefits upon annuity withdrawal.

J. The parties agree that the de facto operation of the Retirement System for the employees of the City of Warren, since at least July 1, 1986, consists of a defined benefit plan, commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan, which plans have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue Code. The parties will continue the qualified status of the two (2) plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the Retirement System. It is agreed that, other than additional administrative and processing costs, the actions required by the City pursuant to this Section shall not result in additional costs to the Employer or the Pension Fund. It is further agreed that the provisions set forth herein shall not result in diminution or loss of any employee benefits under the Pension Trust Fund.

K. Employees eligible to retire for a regular service retirement (voluntary retirement, twenty-five (25) years or more of credited service) and who retire within one hundred twenty (120) days of eligibility shall receive a lump sum payment of five thousand dollars (\$5,000.00).

L. Retirement incentive payments made under Paragraph K above shall be made on the second pension check from the Retirement System and shall not be included in

ARTICLE 30  
RETIREMENT BENEFITS

the final average compensation. The City shall begin reimbursing the Retirement System for such payments upon the next regular annual actuarial evaluation.

M. Dispatchers hired before July 1, 2000 shall have the option to remain in the existing Defined Benefit Pension Plan applicable to Dispatchers, or to participate in the Defined Contribution Pension Plan as set forth below and in accordance with the funding options contained in paragraph 3. The Defined Benefit program applicable to Dispatchers is set forth under the provisions of the General Employees Retirement System as amended, or modified, by the 2004-2009 AFSCME Local 1250 collective bargaining agreement.

1. Effective July 1, 2000, all newly-hired Dispatchers shall receive retirement benefits through the 401(A) Defined Contribution Pension Plan. Such new hires will not be entitled to the retirement benefits provided in the Defined Benefit Pension Plan. Such Defined Contribution Pension benefits shall be in lieu of all City of Warren Charter and/or ordinance pension entitlements. The vesting schedule for new hires applied to the Defined Contribution Pension Plan shall be twenty percent (20%) per year with full vesting upon completion of five (5) years of service. All City contributions shall be allocated to the savings oriented model portfolio until the new employee is fully vested in the Defined Contribution Pension Plan. All new dispatchers joining the service of the City on or after July 1, 2000 will be provided the 401(A) Defined Contribution Pension Plan with the following funding options:

10% City contribution 4% Employee contribution

2. While the 401(A) Defined Contribution Pension Plan benefits are mandatory for new Dispatchers, the benefits shall be an option for current Dispatchers who may choose to convert their Defined Benefit Pension right to the Defined Contribution Pension Plan. Said Plan shall be in lieu of the Defined Benefit Pension Plan benefits. The conversion of benefits to the Defined Contribution

Pension Plan shall be done using the actuarial equivalent of the pension payable at the earliest eligibility date for normal retirement, reduced to the present value at the time of the transfer. Other assumptions for valuation include the use of the 1984 group annuity mortality table with a fifty/fifty unisex mix. Values are discounted to current age, using only interest at 7.5%. Final average compensation for purposes of computing transfers shall be calculated as follows:

0 to 3.0 years credited service - current base pay plus 5%

3.1 to 9.0 years credited service - current base pay plus 10%

9.1 to 18.0 years credit service - current base pay plus 15%

18. 1 or more years credited service - current base pay plus 19%

Current base pay is defined as base wages, as modified by this Agreement including all percentage increases and wage inequities in effect at the time of conversion. It shall also include any step increases from the pay plan and any other base pay adjustments in effect at the time of conversion.

3. Current members who elect to transfer to the 401(A) Defined Contribution Pension Plan shall be eligible for immediate unconditional vesting and will have the following funding options: 15% City contribution 3% Employee contribution

4. The City shall provide a voluntary employee benefit association (VEBA) trust as a disability fund for the Defined Contribution Pension Plan. A member who transfers into the Defined Contribution Pension Plan shall retain the same disability pension benefit as presently exists; however, the City shall have the option of substituting a disability insurance policy with a benefit that is equivalent to the amount of disability pension that the member is entitled to under the Defined Benefit Pension Plan. The full premium cost shall be borne by the City, and

ARTICLE 30  
RETIREMENT BENEFITS

maintained in effect until the date the member leaves the employ of the City, or retires. The City's liability for the disability benefit shall be offset: (1) by any amount which may be payable pursuant to the workers' compensation act, if applicable; and (2) by the lifetime annuity value of the employee's 401(A) Defined Contribution Retirement Account, determined as of the effective date of the employee's disability-related separation from service. The member, at his option, may secure additional coverage on a contributory basis under a section 125 flexible benefit plan. This program will expressly be subject to the rules and regulations of the insurance carrier.

5. The Defined Benefit Contribution Plan shall include investment manager and investment options to allow members to direct their accounts. The Plan shall further provide for the regular accounting of member accounts.

6. The Board of Trustees for the Defined Contribution Pension Plan shall consist of the Controller, or his designee; one (1) Mayoral designee; one (1) City Council designee; and two (2) members to be selected from and elected by the membership of the Defined Contribution Plan.

N. The Retirement System provides benefits in accordance with Public Act 345 of 1937, as amended, and the collective bargaining agreement. Act 345 recognizes that retirement benefits are a mandatory subject of collective bargaining and that the provision of Act 345 may be amended by agreement of the parties. The parties acknowledge and agree that the payment of pension and health care benefits for retirees are financial obligations of the City for which the City appropriates Act 345 millage assets. The parties agree that the annual Act 345 appropriations shall continue to be allocated to fund the pension obligations with the balance of such amounts to be allocated to pay and pre-fund the costs of retiree health care which funds shall be held in trust and administered by members who serve on the Retirement Board. Upon retirement, retiree health insurance cannot be changed. The City shall maintain funding for the pension system at the level of one hundred percent (100%). In the event that the actuarial

ARTICLE 31  
PROMOTION EXAMINATION PROCEDURE

evaluation as of December 31 of any year shows funding to be at a level less than one hundred percent (100%), the City shall have twelve (12) months from receipt of the evaluation by the City to bring funding back up to the one hundred percent (100%) level.

O. Effective July 1, 1992, and continuing on July 1 each year thereafter, all W.P.O.A. retirees, or their beneficiary if the retiree is deceased, whose pension is below the equivalency of forty percent (40%) of a top-paid Police Officer's salary, shall receive a two hundred dollars (\$200.00) cost of living adjustment per year. One-half (1/2) of such payment shall be paid on the pension check received in December and one-half (1/2) on the pension check received in June of each year. On July 1 of each year, any cost of living adjustments made in the previous year will be added to the retiree's pension and divided into twelve (12) equal payments.

P. There shall be a fifteen (15) year moratorium with respect to changes in existing retirement benefits effective from July 1, 2000.

ARTICLE 31  
PROMOTION EXAMINATION PROCEDURE

A. Promotional examinations for Corporal and Sergeant shall be governed by the provisions of Act 78 of the Public Acts of 1935, as amended. Promotional examinations for Dispatcher and Dispatch Supervisor shall be subject to the present provisions of City Civil Service as set forth herein and in Article 34.

B. Promotions to the rank of Corporal and Sergeant shall be predicated upon results of a written examination valued at eighty percent (80%) of total score; and an inside oral board valued at twenty percent (20%) of total score consisting of a three-person board. Board members shall sign their names on each score. Seniority points shall be added at a rate of .75 points for each year in continuous service for all members.

ARTICLE 31  
PROMOTION EXAMINATION PROCEDURE

C. The written examination for promotion to Corporal shall take place on the first Saturday in May in each odd numbered year unless an earlier test is required. The written examination for promotion to Sergeant shall take place on the first Saturday in May in each even numbered year unless an earlier test is required. The date for commencement of the oral boards will be given contemporaneous with notice of the written exam. All examinations shall be administered by an independent and qualified testing agency through the City of Warren Police and Fire Civil Service Commission.

D. Promotion lists shall run consecutively. A new promotion list shall be deemed effective upon expiration and/or exhaustion of the prior promotion list (no gap). The parties agree that the City shall act in good faith to maintain continuous eligibility lists. Moreover, the City and the will mutually cooperate to cause promotions to be made in compliance with State and Federal Civil Rights laws. In no event shall a current promotion list be used to make promotions to vacancies occurring more than two (2) years after expiration or exhaustion of the preceding list.

E. Promotions to Dispatch Supervisor shall be predicated upon results of a written examination valued at eighty percent (80%) of total score; and inside oral board valued at twenty percent (20%) of total score consisting of a three (3) person board selected by the City of Warren Civil Service Commission. Seniority points shall be added at the rate of .75 point for each year of continuous service as a City of Warren Dispatcher. The eligibility list for promotion to Dispatch Supervisor shall be established for a period of two (2) years.

F. Only those employees who have completed five (5) years as a City of Warren Dispatcher shall be eligible to compete for the position of Dispatch Supervisor. In the event the examination process does not produce a sufficient number of persons to fill existing Dispatch Supervisor vacancies, any remaining vacancies shall be filled by competitive examination, as set forth above, from among applicants who satisfy the preliminary qualifications as set forth in the existing Dispatch Supervisor job description. Any employee eligibility list created pursuant to the above shall likewise be established



ARTICLE 32  
UNION BULLETIN BOARDS

for a period of two (2) years. The parties' Letter of Understanding regarding eligibility for the position of Dispatch Supervisor is incorporated herein by reference (Appendix H).

G. A content-valid written examination for the position of Dispatch Supervisor shall be arranged by the City of Warren Personnel Department and forwarded to the Personnel Director for the City of Warren to review. The Personnel Director shall implement the safeguards necessary to insure that the contents of any examination shall remain confidential and not accessible to any applicant.

H. Promotional examinations for Dispatcher and Dispatch Supervisor shall be administered by the City of Warren Civil Service Commission.

ARTICLE 32  
UNION BULLETIN BOARDS

The City agrees to furnish and maintain a suitable bulletin board to be located in a convenient location to be used by the Union. This shall include a second bulletin board to be located on the second floor in the Detective Bureau area. The Union shall limit its posting of notices and bulletins to such bulletin boards. Nothing of a political, libelous or derogatory nature shall be posted on such bulletin boards.

ARTICLE 33  
UNEMPLOYMENT COMPENSATION

Employees who are on layoff from City employment and who are receiving unemployment compensation from the State of Michigan shall receive:

1. Hospitalization coverage and sickness and accident coverage for the first thirty (30) days of layoff if the employee has sufficient benefit weeks accrued with the City of Warren to qualify him for this length of credit time.

ARTICLE 34  
GUN ALLOWANCE/HAZARD PAY

2. Life insurance coverage through the total benefit weeks that the employee has accumulated with the City of Warren to a maximum of twenty-six (26) weeks.

ARTICLE 34  
GUN ALLOWANCE/HAZARD PAY

All officers in the bargaining unit shall be provided annually with a nine hundred fifty dollar (\$950.00) allowance representing compensation for carrying their weapon for the preceding period July 1 to June 30, to be paid the last pay in June. Employees on sickness and accident may be subject to "proration" and shall be paid no later than the last pay in July. In the event that an officer is off duty for at least sixty (60) working days during any benefit year, this allowance shall be paid on a prorated basis. For the purposes of this Article, the term "benefit year" shall refer to the twelve (12) months immediately prior to the payment date of such allowance.

It is agreed and understood that in applying and interpreting this Article, the parties' removal of the words "off duty" from previous contract language does not in any fashion change an officer's requirement of carrying a gun off duty for the present time. If there is to be any change in the future in an officer's requirement of carrying a gun off duty, such a change would fall under the "Major Changes" provision under Management Rights, Article 2, and would be subject to discussion prior to any implementation. If the Department were to suggest a General Order in which an officer was not required to carry a gun off duty, it would follow that an officer would then not be required to take action while off duty.

ARTICLE 35  
FILLING OF VACANCIES

A. The following shall apply to the filling of vacancies:

1. Any entry-level Police Officer vacancy that occurs prior to expiration of the Police Officer eligibility list will be filled in accordance with the current list in effect at the time the vacancy is actually filled, as established by the applicable civil service rules and regulations and the terms of this collective bargaining agreement.

2. The Employer, will, in good faith, make reasonable efforts to fill Dispatcher vacancies from an existing list. Vacancies shall be filled from the current eligibility list in effect at the time the vacancy is actually filled, as established by the applicable Civil Service Rules and Regulations and the terms of the collective bargaining agreement.

3. The parties agree that the City shall act in good faith to maintain continuous eligibility lists. Moreover, the City and the W.P.O.A. will mutually cooperate to cause promotions to be made in compliance with State and Federal Civil Rights laws.

4. The City shall not deny employment to any prospective employee on the basis of his or her relationship to any employee, elected or appointed official. The City shall appoint the candidate determined to be eligible and numerically listed on the certified list.

5. The Police and Fire Civil Service Commission shall not be used for the hiring of entry-level Police Officers. Instead, the Personnel Department will substitute for Civil Service for this purpose. In substituting for Civil Service, the Personnel Department will remain obligated to follow Civil Service Rules and Regulations, as adopted March 20, 1996, and the applicable provisions of this Agreement. Appointment to the position of Police Officer shall be made in accordance with the collective bargaining agreement and a list established by the City Personnel Department. The Personnel Department shall comply with all Civil

ARTICLE 36  
JURY DUTY

Service rules and regulations which pertain to the hiring of entry-level Police Officers, including Section 14, 15, 16, 17, 20, 23, 24, 31 and 32.

6. Dispatcher eligibility list shall be established as follows: Written examination valued at 80% of total score; an inside oral board valued at 20% of total score consisting of three (3) person board comprised of one Dispatch Supervisor and one sworn Warren Police Department personnel. Eligible applicants shall be numerically listed and hired from their numerical standing on the certified list. The certified list shall be established for a two (2) year period, unless exhausted earlier. The City of Warren Civil Service Commission shall conduct the written test, select the oral board and certify the eligibility list.

ARTICLE 36  
JURY DUTY

Employees required to serve jury duty may do so without any loss of wages (limited to eight (8) hours of regular pay) or benefits. Any jury duty fees received by the employee shall be assigned to the City.

ARTICLE 37  
RESERVES

A. Reserves shall only be utilized in accordance with the specific terms and conditions set forth in this Article; any other use shall be prohibited.

B. Reserves shall not be utilized as replacements for regular Police Officers. They shall only be utilized as a supplement to regular Police Officers in performing duties which would not otherwise be performed by regular Police Officers. Reserves shall not be utilized in the event any W.P.O.A. member is laid off, resulting in less than the highest number of budgeted Corporal, Police Officer, Cadet or Dispatcher positions as of July 1, 2016. In addition, Reserves shall not be utilized in the event of a reduction of non-budgeted positions resulting in layoffs until said laid-off employees are returned to work.

C. Reserves may be utilized as follows:

1. Passive Crime Prevention Programs

- Neighborhood Watch
- Operation Identification
- Child Fingerprinting
- Rape Prevention
- Personal/Property Protection
- Information Dissemination

2. Civil Defense and Disaster Response

- Security
- Light Rescue
- First Aid
- Radiological Monitoring
- Hazardous Material Identification
- Traffic Control

(Reserves may be utilized in Section C.2 instances only in a declared State of Emergency or where there is an extraordinary disaster, and where the manpower availability in the Warren Police Department, including off-duty personnel, is insufficient to properly respond to the needs of the citizenry.)

3. Voluntary Ride-Along — Walk-Along Program: Reserves may be assigned to scout car and/or walking beat duty with a regular Police Officer during normal tours of duty as part of the Reserve Training Program. Assignments with Reserves shall only be made on a voluntary basis. When a regular Police Officer is assigned to scout car and/or walking beat duty with a Reserve, the regular Police Officer

ARTICLE 37  
RESERVES

shall be paid Corporal's wages during the time he is assigned to work with the Reserve.

4. Special Events (see Letter of Understanding dated November 20, 1987 Appendix G): When special events arise, such as parades or other civil events, the Police Department will evaluate the situation and determine the number of regular Police Officers required to police said event. If insufficient personnel are on duty during the event, the Department will solicit volunteers from off-duty regular Police Officers to arrive at the predetermined number. Should an insufficient number of off-duty regular Police Officers be obtained, the Department may schedule Reserves to fill out the predetermined number. If the Department is able to obtain the full predetermined number of Police Officers, Reserves may also be used for training purposes. The Department shall provide the Union with a copy of the contingency plan and all Reserve assignments for each special event or project within ten (10) days of the special event or project.

D. When Reserves must travel to and from assignment, they may do so in a Department vehicle.

E. Reserves may wear regular Police Officer uniforms, except they shall be different as follows:

1. Black and white checkered hatband;
2. Reserve designated shoulder patch as mutually agreed between the City and Association;
3. "Reserve" designation in black letters, white background, no smaller than one inch (1") in height to be worn above badge on shirt and outside jacket.

F. In no event shall the total number of Reserves enrolled in the program exceed twenty-five percent (25%) of the bargaining unit members.



G. In negotiating the Reserve Program as authorized herein, the W.P.O.A. endorses its continued success and will not discourage its members to voluntarily participate in working with Reserves as contained in the above section.

ARTICLE 38  
POLICE OFFICER CANDIDATES

- A. Persons employed by the City of Warren to fill Police Officer positions shall, prior to completing a MCOLES approved academy, be classified as "Police Officer Candidates".
- B. Police Officer Candidates shall not perform sworn Police Officer duties until such time as they are certified and sworn in as Police Officers
- C. Police Officer Candidates shall begin their probationary period upon completing a MCOLES approved academy and being sworn in as a Warren Police Officer.
- D. Police Officer Candidates shall receive all economic benefits (except gun allowance), including but not limited to longevity pay, holiday pay, sick leave, retirement, insurances, and vacations, as an "Induction" Police Officer, except that base pay shall be as provided in Article 11.
- E. Date of hire of Police Officer Candidates shall be utilized for determining seniority and accrual of all benefits, as well as service date for promotion and retirement purposes. This includes service time as a Police Officer Candidate for Police Officer step upgrades.
- F. The City of Warren will cover all costs and expenses associated with an approved MCOLES academy.

ARTICLE 39  
DRUG AND ALCOHOL TESTING POLICY

ARTICLE 39  
DRUG AND ALCOHOL TESTING POLICY

The City of Warren Police Department Drug and Alcohol Testing Policy is attached hereto as Appendix I.

ARTICLE 40  
WAIVER

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 matter not removed by law from the areas 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. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waive the right and agree that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 41  
SAVINGS

Should any part of this Agreement or any supplement thereto be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, such invalidation shall not affect the remaining portions of this Agreement, 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.

ARTICLE 42  
GENERAL PROVISIONS

A. It is hereby agreed by the Employer and the Union that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon agreement of both parties.

B. This Agreement shall supersede any Department rules, regulations and/or policy statements, as well as City ordinances or resolutions which are inconsistent herewith.

C. As provided, employees shall receive "prorated" benefits upon separation of employment in the amount of one-twelfth (1 / 12) of the annual payment for each completed month of service since the last payment. A month of service shall be deemed completed when the employee remains on the payroll to the 15th day of the month.

D. Whenever words are used in the masculine, they shall be read and construed in the feminine or neuter wherever they would so apply.

E. Employees shall be reimbursed at rates equal to the Federal Per Diem rates for lodging, meals and incidental expenses when applicable.

F. Buy American Incentive. The parties acknowledge the importance of the domestic automotive industry in the nation's economy and in support of the domestic automobile industry agree to a Buy American Incentive whereby the City shall provide a one hundred dollars (\$100) to employees who purchase or lease a domestically-manufactured Chrysler, General Motors or Ford vehicle (limit to two (2) vehicle purchases through the term of the contract). (Appendix J)

G. Local Government and School District Fiscal Accountability Act. In accordance Sec. 15 (7) of the Public Employment Relations Act (MCL 423.215), this Agreement contains language to state an emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate

ARTICLE 43  
NO STRIKE/BINDING ARBITRATION

this collective bargaining agreement as provided within the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq.

Inclusion of the foregoing language does not constitute an agreement by the Union to substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise constitutional and/or other legal challenges (including contractual or administrative challenges (to the validity of: (1) the appointment of an Emergency Financial Manager; (2) 2011 PA 4 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager to reject, modify or terminate the collective bargaining agreement.

ARTICLE 43  
NO STRIKE/ BINDING ARBITRATION

The parties recognize that public employees are prohibited from striking under the terms of Act 336 of the Public Acts of 1947, as amended. Similarly, the parties recognize their rights to binding arbitration to resolve their differences under the terms of Act 312 of the Public Acts of 1969, as amended. In compliance with said Acts, the Association and the employees agree that they shall not engage in a "strike" as that term is defined therein.

ARTICLE 44  
DURATION OF CONTRACT

The terms of this Contract shall be in effect from July 1, 2016 through June 30, 2019. Unless indicated otherwise, all benefits are fully retroactive and effective from July 1, 2009. If either party intends to modify this contract, it shall, at least one hundred twenty (120) days prior to June 30, 2019 give written notice of its intent to modify the contract. Negotiations shall commence not later than ninety (90) days prior to June 30, 2019.

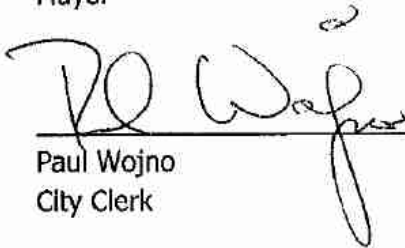
ARTICLE 44  
DURATION OF CONTRACT

IN WITNESS WHEREOF, the undersigned parties have set their hands on this 24<sup>th</sup> day of  
April 2017.


CITY OF WARREN




James R. Fouts  
Mayor



Paul Wojno  
City Clerk



A. Phillip Easter  
Human Resources Director



Jere Green  
Commissioner of Police



Mark Simlar  
Labor Relations



Rob Maleszyk  
City Controller

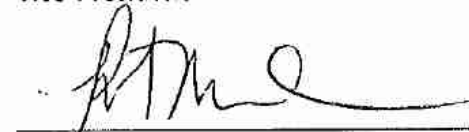
WARREN POLICE OFFICERS ASSOCIATION



Michael Sauger  
President




Scott Harding  
Vice-President



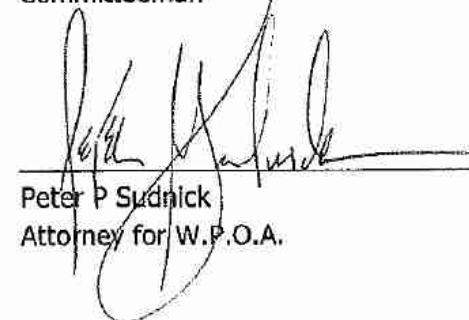
Patrick Moore  
Secretary/Treasurer



Christopher Livingston  
Committeeman



John Gajewski  
Committeeman



Peter P. Sudnick  
Attorney for W.P.O.A.

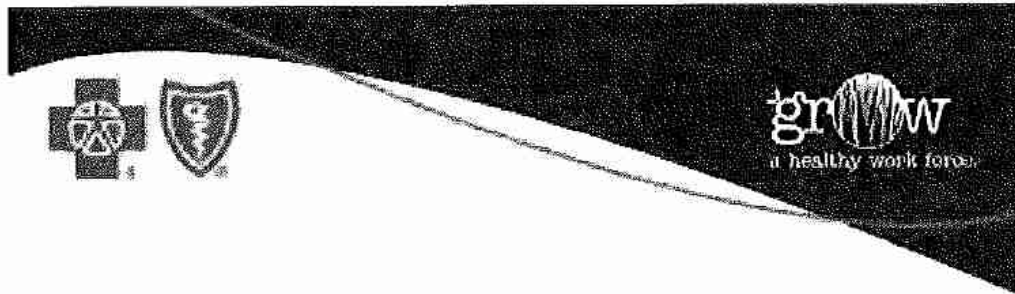
APPENDIX A (Vacation Accrual Schedule)

APPENDIX A (Vacation Accrual Schedule)

<u>Length of Service</u>	<u>Daily</u>	<u>In 12 Months</u>
0 through 10 years of service	.054794521	20 (160 hours)
At beginning of 11th year of service	.057534247	21 (168 hours)
At beginning of 12th year of service	.060273973	22 (176 hours)
At beginning of 13th year of service	.063013699	23 (184 hours)
At beginning of 14th year of service	.065753425	24 (192 hours)
At beginning of 15th year of service	.068493151	25 (200 hours)
At beginning of 16th year of service	.071232877	26 (208 hours)
At beginning of 17th year of service	.073972603	27 (216 hours)
At beginning of 18th year of service	.076712329	28 (224 hours)
At beginning of 19th year of service	.079452055	29 (232 hours)
At beginning of 20th year of service	.082191781	30 (240 hours)



APPENDIX B  
BLUECROSS/BLUESHIELD CITY OF WARREN PPO PLAN SUMMARY



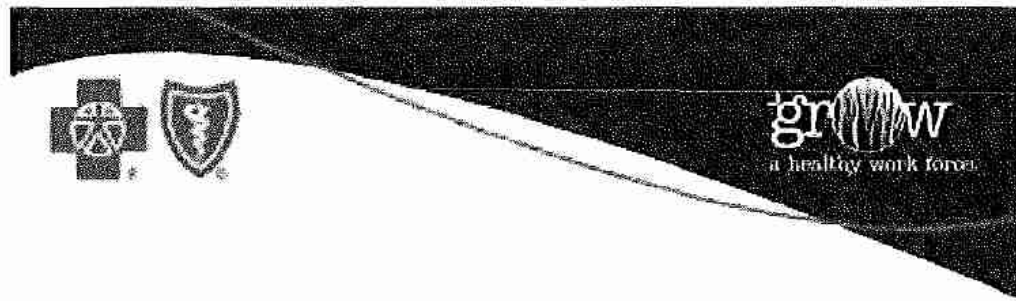
**PPO – PPO 500/1000, RX 5/25/50**  
**Benefits-at-a-Glance**  
**City of Warren**

	In-Network	Out-of-Network
<b>Deductible, Copays, Coinsurance and Dollar Maximums</b>		
<b>Deductible - per calendar year</b>	\$500 per member \$1,000 per family	\$1,000 per member \$2,000 per family
<b>Copays</b> • Fixed Dollar Copays	\$20 copay for: <ul style="list-style-type: none"><li>• Urgent care services</li><li>• Office visits</li><li>• Chiropractic spinal manipulations</li><li>• Allergy testing</li><li>• Allergy therapy</li></ul>	
<b>Coinsurance</b> • Percent Coinsurance	N/A	10% <i>Note: Services without a network are covered at the out-of-network level.</i>
<b>Out-of-Pocket Maximum</b>	\$3,000 per member \$6,000 per family <i>Includes Deductible, Coinsurance and Copays</i>	\$4,000 per member \$8,000 per family <i>Includes Deductible and Coinsurance</i>
<b>Lifetime Maximum</b>	Unlimited	
<b>Preventive Services</b>		
Health Maintenance Exam - one per calendar year	Covered - 100%	Not Covered
Routine Physical Related Tests X-Rays, DX and lab procedures performed as part of the health maintenance exam	Covered - 100%	Not Covered
Annual Gynecologic Exam - one per calendar year	Covered - 100%	Not Covered
Pap Smear Screening - one per calendar year	Covered - 100%	Not Covered
Mammography Screening - one per calendar year	Covered - 100%	Covered - 60% after deductible
Contraceptive Methods and Counseling	Covered - 100%	Covered - 60% after deductible
Prostate Specific Antigen (PSA) Screening - one per calendar year	Covered - 100%	Not Covered
Endoscopic Exam - one per calendar year	Covered - 100%	Not Covered
Well Child Care: <ul style="list-style-type: none"><li>- 6 visits, birth through 12 months</li><li>- 6 visits, 13 months through 23 months</li><li>- 6 visits, 24 months through 35 months</li><li>- 2 visits, 36 months through 47 months</li><li>- Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit.</li></ul>	Covered - 100%	Not Covered
Immunizations - pediatric and adult	Covered - 100%	Not Covered
<b>Physician Office Services</b>		
Office Visits	Covered - 100% after \$20 copay	Covered - 60% after deductible

City of Warren, 2011  
Group Number: 91407 Package Code(s): 051, 043, 071, 073, 075, 076, 077 Section Code(s): 1000, 1001, 1002, 1101

6/2/11

APPENDIX B  
BLUECROSS/BLUESHIELD CITY OF WARREN PPO PLAN SUMMARY

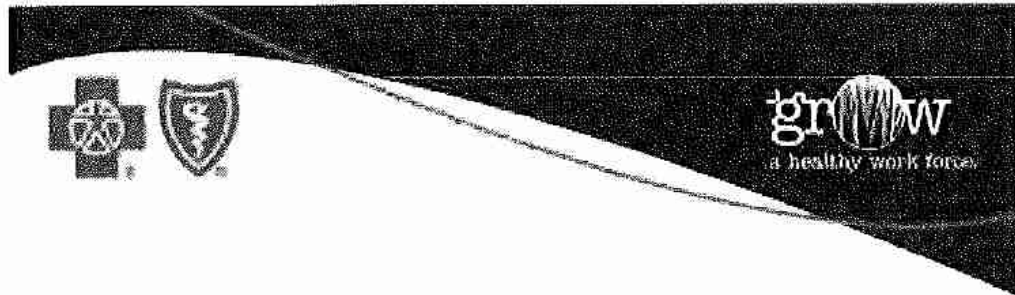


	In-Network	Out-of-Network
<b>Emergency Medical Care</b>		
Hospital Emergency Room	Covered - 100%	Covered - 100%
Qualified medical emergency		
Non-Emergency use of the Emergency Room	Covered - 100% after \$100 copay	Covered - 100% after \$100 copay
Urgent Care Services	Covered - 100% after \$50 copay	Covered - 60% after deductible
Ambulance Services - Medically Necessary Transport	Covered - 80% after deductible	Covered - 60% after deductible
<b>Diagnostic Services</b>		
MR, MRA, PET and CAT Scans and Nuclear Medicine	Covered - 80% after deductible	Covered - 60% after deductible
Diagnostic Tests, X-rays, Laboratory & Pathology	Covered - 80% after deductible	Covered - 60% after deductible
Radiation Therapy and Chemotherapy	Covered - 80% after deductible	Covered - 60% after deductible
<b>Maternity Services Provided by a Physician</b>		
Prenatal and Postnatal Care Visits	Covered - 100%	Covered - 60% after deductible
Delivery and Nursery Care	Covered - 80% after deductible	Covered - 60% after deductible
<b>Hospital Care</b>		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered - 80% after deductible	Covered - 60% after deductible
Inpatient Medical Care	Covered - 80% after deductible	Covered - 60% after deductible
<b>Alternatives to Hospital Care</b>		
Hospice Care	Covered - 100%	Covered - 100%
Home Health Care	Covered - 80% after deductible	Covered - 60% after deductible
Skilled Nursing (limited to 120 days per calendar year)	Covered - 80% after deductible	Covered - 60% after deductible
<b>Surgical Services</b>		
Surgery (includes related surgical services)	Covered - 80% after deductible	Covered - 60% after deductible
Sex Reassignment - males only; excludes reversal sterilization	Covered - 80%	Covered - 60%
Sterilization - females only; excludes reversal sterilization	Covered - 100%	Covered - 60%
Corrective Eye Surgery (LASIK and PRK)	Covered - 100%	Covered - 100%
<b>Human Organ Transplants</b>		
Specified Organ Transplants (as designated in the policy only, when coordinated through BCBSM Human Organ Transplant Program (800-312-3504))	Covered - 100%	Covered - 60% after deductible
Kidney, Cornea, Bone Marrow and Skin	Covered - 80% after deductible	Covered - 60% after deductible
<b>Behavioral Health Care and Substance Abuse Treatment Services</b>		
Inpatient Behavioral Health Care and Substance Abuse Treatment	Covered - 100%	Covered - 60% after deductible
Outpatient Behavioral Health Care and Substance Abuse Treatment	Covered - 100% after \$50 copay	Covered - 60% after deductible

City of Warren, 2/10/14  
Group Number: 74127 Package Codes: 081, 091, 071, 073, 074, 075, 076, 077 Section Codes: 1003, 1004, 1007, 1104

Page 16

APPENDIX B  
 BLUECROSS/BLUESHIELD CITY OF WARREN PPO PLAN SUMMARY



**Other Services**

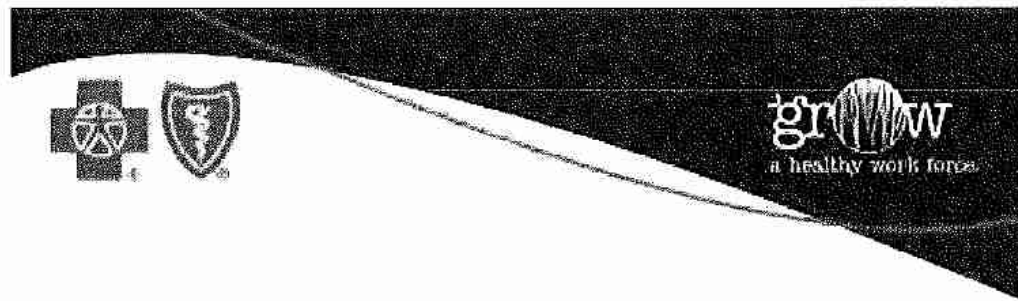
Cardiac Rehabilitation	Covered - 80% after deductible	Covered - 60% after deductible
Chiropractic Services Limited to 24 visits per calendar year	Covered - 100% after \$20 copay	Covered - 60% after deductible
Durable Medical Equipment	Covered - 80% after deductible	Covered - 60% after deductible
Bracelets and Orthotic Devices	Covered - 80% after deductible	Covered - 60% after deductible
Invent Duty Nursing	Covered - 50% after deductible	Covered - 50% after deductible
Allergy Therapy and Testing	Covered - 100% after \$20 copay	Covered - 60% after deductible
Holistic Medicine - limited to \$2,500 per calendar year	Covered - 100%	Covered - 50% after deductible

**Therapy Services**

Physical, Occupational and Speech Therapy Limited to 60 visits combined per calendar year	Covered - 80% after deductible	Covered - 60% after deductible
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*Note: The following services require preapproval: Inpatient Care, Outpatient Laboratory Services, Equipment and Supplies and Prescription Drugs Treatment and Self-Monitoring*

APPENDIX B  
 BLUECROSS/BLUESHIELD CITY OF WARREN PPO PLAN SUMMARY



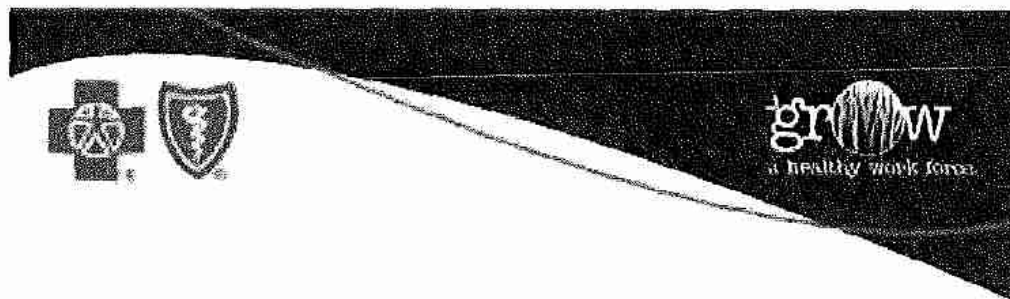
**Prescription Drugs**

Coverage for prescription drugs, including mail order, pays up to 90% for amounts up to \$1,000 annually, including travel coverage.

Retail - 30 day supply	\$5 copay - Generic drugs \$25 copay - Specialty brand name drugs \$50 copay - Non-FDA priority brand name drugs  Prescriptions and refills obtained from a non-network pharmacy are reimbursed at 80% of the approved amount, less the member's copay.
Retail and Mail Order - 90 day supply	\$5 copay - Generic drugs \$25 copay - Specialty brand name drugs \$100 copay - Non-FDA priority brand name drugs
Oral and Injectable Contraceptives Retail and Mail Order	Covered - 100% for Generic drugs; Brand name drugs are subject to the applicable copay/copayment.
Additional Services	
Smoking Cessation Drugs	Covered
Weight Loss Drugs	Covered
Injectable Drugs	Covered
Fertility Drugs	Not Covered
Diabetic Supplies	Not Covered

This is intended to be a general summary and does not constitute a contract. All actual benefits and coverage apply. Payment amounts are based on an \$800 approved amount, less any applicable deductible and/or copay. If there is a discrepancy between this benefit statement and any applicable plan document, the plan document will control.

APPENDIX B  
BLUECROSS/BLUESHIELD CITY OF WARREN PPO PLAN SUMMARY



## Blue Vision

## Benefits-at-a-Glance

### City of Warren

Blue Vision benefits are provided by Vision Service Plan (VSP), the largest provider of vision care in the nation. There are more than 1,100 VSP provider locations in Michigan and 24,000 locations nationwide. To find a VSP provider, call 1-800-877-7195 or visit VSP's Web site at [www.vsp.com](http://www.vsp.com).

	VSP Provider	Out-of-Network Provider
<b>Eye exams</b> Covers a complete eye exam by an ophthalmologist or optometrist. The exam includes refraction, glaucoma testing and other tests necessary to determine the overall visual health of the patient.	Covered - 100%	Covered - once every 24 months
<b>Eyeglass Frames</b> Covers standard eyeglass frames. A wide selection of quality frames is fully covered by VSP up to the frame allowance. Members should ask their doctor which frames are covered in full. Members may select a more expensive frame and pay a cost controlled price differential.		
<b>Eyeglass Lenses</b> Single vision, bifocal, trifocal or toric lenses in glass or plastic. Note: Additional pair of prescription glasses and non-covered lens options are discounted when purchased from a VSP provider.		
<b>Contact Lenses</b> : Members may obtain either eyeglasses or contact lenses, but not both. Effective contact lenses (prescribed, but not medically necessary) may be chosen instead of spectacle lenses and a frame. Therapeutic contact lenses (medically necessary)	Covered - once every 24 months Covered - 100% Covered - 100%	Covered - once every 24 months Covered - once every 24 months
<b>Copays/Coinsurance</b>		
• Eye exam	Covered - 100%	
• Frames and/or lenses or medically necessary contact lenses	Covered - 30% discount	

Blue Vision is an optician network and provides only a partial benefit by offering limited coverage. Additional limitations may apply. Special discounts are listed on the Blue Cross/Blue Shield website. A complete description of the plan is available on the Blue Cross/Blue Shield website. The plan document will contain the complete details.

## APPENDIX C (Vision Care) VISION CARE COVERAGE

### APPENDIX C (Vision Care) VISION CARE COVERAGE

Your vision care coverage is designed to encourage regular eye examinations and to help pay the cost of corrective eye wear.

Participating providers have signed agreements with our current PPO Providers to accept the approved amount plus your copayment as payment in full.

Non-participating providers have not signed agreements with our current PPO Providers and may or may not accept the approved amount plus your copayment as payment in full.

#### Copayments

When you or your dependents receive vision care from a participating provider, you are responsible

only for: \$5.00 copayment for vision exams \$7.50 copayment for lenses and frames or medically necessary contact lenses.

When you receive care from a nonparticipating provider, payment is limited to:

75% of the approved amount (usual and customary), less your \$5.00 copayment for vision exams. A predetermined amount for lenses and frames.

#### Vision Care Benefits

Vision care benefits are payable once every 24 months. Vision care benefits include: Internal and external eye exams. Glaucoma testing. Cost and fitting of one of the following, but not both:

Standard size lenses and frames (single, bifocal or trifocal vision); or Contact lenses (maximum payment for non-medically necessary lenses is \$35). Any additional cost for the following items is your responsibility:

Contacts, tinted or special lenses (greater than 65mm in diameter). Oversized or "fashion" lenses (greater than 65mm in diameter). Anti-reflective, photo-sensitive lenses or sunglasses.

Special or "designer" frames (greater than \$14.75 acquisition cost).

Note: If your frames or lenses cost more than your coverage allows, your responsible for all additional costs. Always ask your provider if there are additional costs to you.

#### Exclusions

The following vision care exclusions are in addition to your health care coverage exclusions and limitations:



## APPENDIX C (Vision Care) VISION CARE COVERAGE

Medical or surgical treatment. Lenses and frames or contact lenses ordered prior to your effective date of coverage or delivered more than sixty days after your coverage ends.

Drugs or medications for any purpose other than a vision examination. Special procedures such as vision training or subnormal vision aids. Vision testing, lenses or frames for any conditions, disease, ailment or injury related to your employment or an act of war.

APPENDIX D SPECIAL OPERATIONS UNIT  
LETTER OF UNDERSTANDING  
DATED JANUARY 26, 2006

APPENDIX D SPECIAL OPERATIONS UNIT  
LETTER OF UNDERSTANDING  
DATED JANUARY 26, 2006

LETTER OF UNDERSTANDING  
(Special Operations Unit)

This Letter of Understanding is entered into this 26<sup>th</sup> day of January, 2006, between the City of Warren ("City") and the Warren Police Officers Association ("WPOA" and/or "Union").

The City and the WPOA having met and discussed the reinstatement of the Special Operations Unit for the City of Warren Police Department ("Department") hereby understand and agree as follows:

1. The Department may, at its discretion, reinstate the Special Operations Unit. The duties and responsibilities of employees assigned to the Unit are described in the previous posting issued on or about December 10, 2004 by Police Commissioner James P. Vohs;
2. It is the intent of the parties that the Unit shall perform its functions consistent with the general job description and in a manner similar to the Department's prior utilization of the Unit, except as otherwise agreed herein. The Unit shall not exceed twelve (12) members.
3. Once established by the Department, the Unit may be staffed with either Corporals, Police Officers, or a combination thereof;
4. The selection of employees for the Special Operations Unit shall be at the discretion of the Department. In this regard, the selection procedures of Article 8 shall not apply to this assignment. Notwithstanding the above, employees shall be assigned to the Special Operations Unit on a voluntary basis;

APPENDIX D SPECIAL OPERATIONS UNIT  
LETTER OF UNDERSTANDING  
DATED JANUARY 26, 2006

5. As part of this Letter of Understanding to reinstate the Special Operations Unit, the Department will promote four (4) police officers to the rank of Corporal on or before February 28, 2006;

6. Officers and/or Corporals assigned to the Special Operations Unit will be considered as road strength;

7. This Letter of Understanding does not change the position of the City or the Union on the issue of "forthwith" promotions, or on any other issues that may exist now or in the future between the respective parties. It shall not be cited as precedent or used to argue or support the position of either party on any issue existing between them.

8. This Letter of Understanding will remain in effect without specific duration and may be changed, modified or terminated during current contract bargaining by mutual agreement. In the event the parties cannot agree on a successor collective bargaining agreement, neither the WPOA nor the City is by this agreement waiving any right they may have to raise issues pertaining to the Special Operations Unit in any subsequent Act 312 proceeding.

CITY OF WARREN

By: James P. Vals Dated 1-26-06

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

WARREN POLICE OFFICERS  
ASSOCIATION

By: Robert J. [Signature] Dated 01-26-06

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

APPENDIX E  
CANINE AGREEMENT DATED AUGUST 21, 2001

APPENDIX E  
CANINE AGREEMENT DATED AUGUST 21, 2001

CANINE AGREEMENT

The City of Warren ("City"), the City of Warren Police Department ("Department") and the Warren Police Officers Association ("Union") agree, on this 21 day of August, 2001, to establish and implement a Canine Program for the Department in accordance with the following:

Program and Policy Statement

The parties recognize the potential for trained police K-9s to perform a myriad of law enforcement functions. K-9 teams have proven valuable in building searches, crowd control, tracking, criminal apprehension, drug detection and explosive detection. Participation in the K-9 program requires commitment by officers and significant investment by the Department in terms of cost and training time. Consequently, officers seeking assignment to the K-9 program must be dedicated to the care, training and well being of the canine assigned to them. The officers also must be willing to commit to the program on a long term basis. Furthermore, the officers must be capable of providing a home environment for the canine where the canine will be treated well by family members and made a significant part of the officer's family.

Assignment to K-9 Duty

Assignment to the position of K-9 officer shall be made in order of rank seniority from a list in accordance with the provisions of Article 8 of the Collective Bargaining Agreement between the City and the Union. Before posting the assignment notice, the Department shall arrange to have an experienced canine officer from an outside agency meet and discuss the various aspects of the job with potential applicants and their spouses. Attendance at this meeting shall be

voluntary. Accordingly, time spent at the meeting shall not be considered as time worked for the purpose of calculating overtime pay.

In order to be eligible for the assignment, the officer must have completed at least three (3) years of service with the Department. An officer who accepts the assignment shall be required to remain in the position for five (5) years. Any officer who voluntarily leaves the assignment before the end of the five (5) year commitment, whether because of promotion, retirement or other voluntary decision, shall be assessed and required to pay an "early out" cost. An officer who voluntarily leaves the assignment in the first year shall be assessed \$5,000.00, the second year \$4,000, the third year \$3,000.00, the fourth year \$2,000.00 and the fifth year \$1,000.00. Payment of the "early out" cost may occur through a voluntary payroll deduction upon terms which are mutually agreeable to the parties. An officer shall not be obligated to pay the "early out" cost where leaving the assignment before the end of the five (5) year commitment is involuntary, as in the case of death, serious illness or other serious incapacitating circumstance or event. Where the parties cannot agree as to whether termination of the commitment is involuntary, the matter shall proceed to the grievance procedure for resolution.

**Additional Requirements**

In addition to the above, selection to the assignment of K-9 officer shall require the following:

- (a) K-9 officers shall be required to maintain their canine at their home during non-duty hours. Officers shall also be required to transport the canine to and from work. The officers shall be responsible for the general care of the canine, including feeding, grooming, veterinary care

APPENDIX E  
CANINE AGREEMENT DATED AUGUST 21, 2001

and all related matters for the nourishment, care and well being of the canine;

- (b) K-9 officers who are not residents of the City shall be required to reside not further than twenty (20) miles from the nearest boundary of the City;
- (c) K-9 officers, on the effective day of their assignment, shall have an appropriate area of the yard secured with a fence which is fully capable of restricting the canine to the confines of the yard;
- (d) K-9 officers must be physically capable of performing their duties which shall include the ability to keep pace with the dog when performing tracking activities and to pick up and carry their canine when, for example, the officer must lift and place the dog over a fence or other obstacle.

Shift Hours and Overtime

Officers assigned to K-9 duty shall work a seven (7) hour shift. The parties have agreed that this reduction in shift time is sufficient, on an annual basis, to provide for a fair and reasonable amount of compensated time for the required off-duty tasks associated with the care of the canine. When an officer is required to perform other departmental work (separate and apart from the transportation and care of the canine) beyond seven (7) hours on a shift or beyond thirty-five (35) hours in a work week, overtime shall be paid for the time in excess of seven (7) hours per day or thirty-five (35) hours per week. The parties understand further that no overtime for dog care will be paid when the officer is on leave or furlough. It being understood that the additional compensation received by virtue of the reduction in



shift time is sufficient to compensate the officer for time spent on dog care while on leave or furlough.

#### Shift Selection

Where the Department assigns a canine to each shift (day, afternoon and midnight), K-9 officers shall be assigned to work steady shifts. Shift assignment will be made by seniority.

Where the Department obtains and uses less than three (3) canines, it shall assign K-9 officers to an existing shift on a permanent or regular basis. Between two (2) canine officers, shift selection shall be by seniority. It is understood and agreed that the overtime provisions of the Collective Bargaining Agreement shall apply to situations where a canine officer is called in or directed to perform work outside of his/her permanent and/or regular shift.

#### Furloughs

Vacations shall be selected on the basis of the K-9 officer's permanent and/or regular shift in accordance with the provisions of Article 18. (K-9 officers shall ~~select~~ <sup>select</sup> furlough with the road officers on the shift they are assigned.) *JK*

APPENDIX E  
CANINE AGREEMENT DATED AUGUST 21, 2001

Training, veterinary care, boarding, supplies and food

The cost of training, food, veterinary care, grooming, boarding where necessary, equipment and other related items for the canines shall be paid for by the City. The officer may board the canine while on furlough and the costs associated therewith shall be paid by the City. Where exigent circumstances exist, the officer, with the prior approval of the Department, may also board the canine during leave periods. Approval by the Department shall not be arbitrarily withheld or denied. Training, food, veterinary care, grooming, boarding, equipment and other necessities for the canine shall be obtained from vendors designated by the City. Out-of-pocket expenses shall require the prior approval of the Department. Where such expenses are approved, the officer shall be reimbursed upon presentation of appropriate documentation to the Department. The Department shall provide a patrol vehicle to each K-9 unit which shall be appropriately modified for transporting and patrolling with the canine during duty hours. Unless and until otherwise agreed to by the parties, the use of a K-9 vehicle during off-duty hours shall be at the discretion of the Department.

Inspection

The Department may inspect the officer's house and check upon the care of the dog during reasonable hours on any day without notice to the K-9 officer.

Non-duty Related Use of Canine

The canine is the property of the City of Warren. The civil liability provision of Article 26 of the current collective bargaining agreement is specifically incorporated by reference into this Agreement. The canine may only be used for City or departmental purposes, except that during non-duty hours the canine may be

a pet at the officer's home. The canine shall not appear in or be used in any show, event, performance, advertisement or similar activity without the written consent of the Department.

Call-in Response Time

The parties expect that in call-in situations, the K-9 officer subject to call-in will respond within forty-five (45) minutes. In the event that the officer cannot respond to the call-in within the designated time, the Department may call-in the next K-9 officer on the list, or where no other officer is available, seek K-9 assistance from another agency.

Collective Bargaining Agreement

The parties acknowledge that the terms of this K-9 Agreement were subject to negotiations between the parties. Unless specifically modified by this Agreement, the K-9 officers' terms and conditions of employment remain subject to the parties' Collective Bargaining Agreement. This Agreement shall continue in effect through June 30, 2005 and shall terminate thereafter unless the parties mutually agree to extend and/or modify its terms beyond the expiration date.

CITY OF WARREN

by: \_\_\_\_\_

CITY OF WARREN POLICE DEPARTMENT

by: James P. Vals 8-21-01

WARREN POLICE OFFICERS ASSOCIATION

by: Chester Kusliza 8-21-01

APPENDIX F TRAINING DISPATCHER  
LETTER OF UNDERSTANDING DATED MARCH 4, 1996

**LETTER OF UNDERSTANDING**

**COMMUNICATIONS TRAINING DISPATCHER**

This Letter of Understanding made this 4th day of March, 1996, by and between the City of Warren ("City") and the Warren Police Officers Association (WPOA).

**RECITALS**

In order to provide dispatch training and a system of evaluation for dispatcher recruits in the Warren Police Department, the CITY has instituted a Communications Training Program. The introduction of this assignment has created a new assignment under the WPOA collective bargaining agreement. The Communications Training Dispatcher (CTD) shall be principally responsible for training newly hired Dispatchers in dispatch procedures, call-taking techniques, department policies, LEIN procedures and any other Communications Center functions that a dispatcher may encounter. In order to establish this newly created position consistent with the obligations under the collective bargaining agreement, the parties have met and hereby agree as follows:

**UNDERSTANDING AND AGREEMENT**

The CITY and the WPOA hereby agree to include the Communications training Dispatcher as a job assignment under Article 8 subject to the following terms and conditions:

1. Communications Training Dispatcher positions will be filled from the rank of Dispatcher. Further, the CTD position shall be listed as a Dispatcher job under paragraph J of Article 8, and the assignment, except as set forth herein, shall be made in accordance with Article 8.
2. Dispatchers applying for the position of Communications Training Dispatcher must have a minimum of two (2) years of dispatch experience with the Warren Police Department at the close of application.
3. Communications Training Dispatcher job assignments shall be made in rank seniority from a list established consistent with the provisions of Article 8 of the collective bargaining agreement.
4. Dispatchers selected for the assignment shall select shifts in the same fashion as any other dispatcher and the CTD assignment shall not affect the dispatchers shift selection.

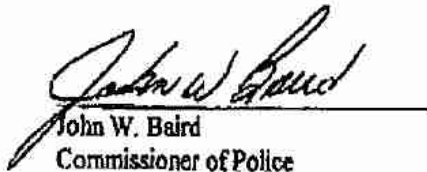
APPENDIX F TRAINING DISPATCHER  
LETTER OF UNDERSTANDING DATED MARCH 4, 1996

Letter of Understanding  
Communications Training Dispatcher  
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5. Dispatchers assigned to the CTD position shall be compensated at a rate of an additional ten percent (10%) over and above their normal rate of pay when engaged in CTD duties.
6. Vacation selection for Communications Training Dispatchers shall not be affected by this newly created assignment. Communications Training Dispatchers shall continue to select vacations consistent with the existing provisions contained under Article 18 of the collective bargaining agreement.
7. Dispatchers assigned to the CTD position must remain in the assignment for a minimum of one (1) year, unless mutually agreed otherwise.
8. A Communications Training Dispatcher shall not act in the capacity of Dispatch Supervisor while engaged in CTD duties.
9. It shall be mandatory for all dispatchers appointed to the CTD position to successfully complete a communications training course in order to remain in the position.

IN WITNESS WHEREOF the parties have caused this Letter of Understanding to be executed by their duly authorized representatives.

CITY OF WARREN

  
John W. Baird  
Commissioner of Police

WARREN POLICE OFFICERS  
ASSOCIATION

  
Frank A. Klik  
President

APPENDIX G POLICE RESERVE  
LETTER OF UNDERSTANDING DATED NOVEMBER 20, 1987

APPENDIX G POLICE RESERVE  
LETTER OF UNDERSTANDING DATED NOVEMBER 20, 1987

LETTER OF UNDERSTANDING  
POLICE RESERVE HOLIDAY SEASON SHOPPING CENTER PARKING LOT  
PASSIVE CRIME PREVENTION PROJECT

This Letter of Understanding made this 20<sup>th</sup> of November, 1987, by and between the City of Warren (hereinafter referred to as the "Employer") and the Warren Police Officers Association (hereinafter referred to as the "Association").

WHEREAS, the Employer and the Association have agreed to a procedure for the utilization of Reserve Police Officers as provided in Article 37 of the parties' collective bargaining agreement; and

WHEREAS, the Employer seeks to utilize Reserve Police Officers in a Holiday Season Shopping Center Project as detailed herein; and

WHEREAS, the Association concurs in the utilization of Reserve Police Officers in a Holiday Season Shopping Center Project as detailed herein.

NOW, THEREFORE, the parties agree to the following:

1. The Employer may utilize six (6) uniformed Warren Police Reserves for the sole purpose of informing the public, both verbally and with written notices, of proper crime prevention techniques in shopping center parking lots.

Two methods of disseminating the information to the public will be utilized:

- a. Saturating one shopping center with six (6) officers or
- b. Three/2-man Reserve units at various shopping center parking lots throughout the City.

2. The Warren Police Reserves will use a Warren Police vehicle for their assignments. Hours of the details will correspond with the shopping center peak shopping volumes, which are:

6:00 p.m.	—	10:00 p.m. week nights
10:00 a.m.	—	10:00 p.m. Saturday and Sunday

The project shall be in effect between the Friday following Thanksgiving to January 4

3. Warren Police Reserves will be supervised by the Warren Police Sergeant working that



APPENDIX G POLICE RESERVE  
LETTER OF UNDERSTANDING DATED NOVEMBER 20, 1987

shopping center area. The Reserves will be totally accountable to the Watch Commander.

4. This passive crime prevention detail will be a ride along program. When Warren Police Reserves determine a crime is eminent, they shall notify the Warren Police Dispatch, who shall send a Patrol unit to investigate and resolve the problem.

5. The purpose of this detail is to better prepare citizens in proper crime prevention techniques in the shopping center parking lots of Warren.

6. Warren Police Reserves shall not handle "shoplifting cases", make arrests, nor shall they write reports or take any type of police action.

7. This Letter of Understanding is subject to the parties' collective bargaining agreement.

CITY OF WARREN

WARREN POLICE OFFICERS ASSOCIATION

/s/ Ronald L. Bonkowski

/s/ Herbert E. Vandelinder

APPENDIX H DISPATCHER SUPERVISOR ELIGIBILITY  
LETTER OF UNDERSTANDING DATED NOVEMBER 15, 2007

APPENDIX H DISPATCHER SUPERVISOR ELIGIBILITY  
LETTER OF UNDERSTANDING DATED NOVEMBER 15, 2007

**LETTER OF UNDERSTANDING**  
(Eligibility for position of Dispatch Supervisor)

This Letter of Understanding is entered into this 15<sup>th</sup> day of November, 2007 between the City of Warren ("City") and the Warren Police Officers Association ("WPOA" and/or "Union").

The City and the WPOA having met to discuss and clarify the eligibility requirements for application for the position of Dispatch Supervisor, specifically with regard to the requirement that an applicant must have completed five (5) years as a City of Warren dispatcher, the parties hereby understand and agree as follows:


1. Only those persons who at the time of the posting for the promotional exam are assigned to the position of City of Warren dispatcher, and have been so assigned for at least the preceding twelve (12) months, shall be eligible to apply for the position of Dispatch Supervisor; provided further, however, that the applicant also satisfies the contractual requirement of five (5) years as a City of Warren Dispatcher ;
2. This agreement, and or clarification, shall be prospective only in application. Moreover, it shall be incorporated into the requirements already contained in the collective bargaining agreement and shall be made a part of the existing promotional procedures and requirements.

Having agreed to the above, The parties have caused the Letter of Understanding to be executed by their duly authorized representatives.

CITY OF WARREN

  
Mark Simlar, Labor Relations

WARREN POLICE OFFICERS  
ASSOCIATION

  
Robert Figurski, WPOA President

APPENDIX I

CITY OF WARREN POLICE DEPARTMENT DRUG AND ALCOHOL TESTING POLICY

APPENDIX I  
CITY OF WARREN POLICE DEPARTMENT DRUG AND ALCOHOL TESTING POLICY<sup>1</sup>

I. PURPOSE

The purpose of this order is to provide all sworn Officers with notice of the provisions of the departmental drug and alcohol testing program.

II. POLICY

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

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

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

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug and alcohol testing program to detect prohibited drug use and alcohol abuse by sworn employees commencing \_\_\_\_\_ 2012.

III. DEFINITIONS

- A. Sworn Officer – Those Officers who have been formally vested with full law enforcement powers and authority.

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<sup>1</sup> The parties understand that upon actual implementation of this policy, it may be necessary for further corrections, additions, clarifications, or deletions. Where necessary, the parties will meet and arrange mutually to modify the policy to address specific concerns that may arise from the application of the policy.

- B. Supervisor – Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug and/ or Alcohol Test – Any evaluation used to detect the presence of illegal drugs and/or alcohol in an individual's system. Testing will usually consist of urine sampling for drugs and/or breath testing for alcohol.
- D. Reasonable Suspicion – Belief based upon reliable, objective facts derived from direct observation of specific physical, behavioral, odorous presence, or performance indicators being of sufficient import and quantity to lead a reasonable person to suspect that an employee has used or may be impaired by drugs or alcohol.
- E. Probable Cause – That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an Officer is or has been using drugs or alcohol, or is under the influence or, while on duty.
- F. Probationary Officer – For the purpose of this policy, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer in accordance with the applicable collective bargaining agreement.
- G. MRO -Medical Review Officer – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Officer's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the Commissioner of Police, or the right to same is invoked by an Officer under certain conditions outlined in this policy, after it has been determined that the Officer has violated this policy.
- I. Explainable Positive Result – A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.
- J. False Positive Result – A positive finding in a urine specimen that did not contain that drug.

#### IV. PROCEDURES/ RULES

- A. General Rules – The following rules shall apply to all Officers, while on and off duty;
1. No Officer shall illegally possess any controlled substance.
  2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
    - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:
      - (1) note from the prescribing doctor
      - (2) copy of the prescription
      - (3) show of the bottle label to his immediate supervisor
    - b. Any information received by supervision shall remain confidential and not released to others and where applicable in full compliance with state and federal right to privacy laws.
  3. Officer shall use prescribed or over-the-counter medication in accordance with the recommended dosage, or instructions from the prescribing physician.
  4. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to a supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
  5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is illegally in possession of, any controlled substance while on duty shall immediately report the facts and circumstances to his supervisor. Officers further have an obligation to report to a supervisor when another Officer is under the influence of drugs or alcohol while on duty.
  6. Discipline of sworn Officers for any violation of this drug and alcohol testing policy shall be in accordance with the due process and other rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. The Officer may be immediately relieved of duty pending a departmental investigation at the

discretion of the Commissioner of Police, or his designee, when one of the following occurs:

- a. a refusal to participate in drug and alcohol testing under this policy;
- b. probable cause that the Officer is under the influence of drugs or alcohol;
- c. the Medical Review Officer determines that an Officer's drug test was positive.

**B. Applicant Drug Testing**

- 1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
- 2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
  - a. Refusal to submit to a required drug test, or
  - b. A confirmed positive drug test indicating drug use prohibited by this policy.

**C. Probationary Officer Drug Testing – All probationary Officers shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Commissioner of Police or his designee. Probationary Officers may be tested prior to completion of the probationary period. A probationary recruit Officer shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy, except at the discretion of the Commissioner of Police.**

**D. Officer Drug Testing – Sworn Officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:**

- 1. The Police Commissioner, or his designee, may order an Officer to take a drug test upon documented probable cause that the Officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.



2. Upon reasonable suspicion, the Department may request, through an authorized representative of the Warren Police Officers Association ("WPOA"), that an Officer submit to a voluntary drug test. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this policy. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for a coverage under the last chance rehabilitation provision set forth in this policy for a period of two (2) years.
  3. A drug test will be administered as part of any promotional physical examination requested by this department.
  4. The City may randomly select and request Officers to submit to a drug and/or alcohol test. Such tests will be unannounced and all Officers working during each of the shifts (day, afternoon, early midnight, midnight) will have an equal chance of being selected. Not less than 20% of the bargaining unit members shall be tested on each occasion. No bargaining unit member will be tested more than twice in a 360 day period, except that any Officer working undercover in narcotics enforcement maybe tested upon assignment to the undercover position regardless of the two times in 360 days restriction. The method of selection shall be neutral so that all members subject to selection will have an equal chance to be randomly selected. When notified, the member will be expected to proceed immediately to the testing location. A member who is required submit to a random drug or alcohol test will be paid for the time required to travel to and from the testing site and for the time required for the testing at the appropriate contractual rate.
    - a. The Commissioner of Police or his designee shall determine the frequency and timing of random drug and alcohol testing.
    - b. The President of the WPOA, or his designee, shall receive a list of the members randomly selected to submit to drug and alcohol testing after all members subject to testing have submitted or refused to submit the appropriate sample to the laboratory testing personnel.
- E. Penalty – Violation of any provision of this drug testing order may be grounds for disciplinary action. Discipline shall be administered as set forth in the City of Warren Police Department's Rules and Regulations, and may include discharge

from the police department. Any discipline remains subject to review in accordance with the applicable provisions of the collective bargaining agreement, including the disciplinary standard of "just cause."

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this policy shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each Officer to be tested before the Officer enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the Officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Officer of medical information during the pre-test interview is voluntary. However, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Officer enters same in order to document that the area is free of any foreign substances.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than four hours to give a sample. During that time the Officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the laboratory in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The Officer must request same within 72 hours of being notified

of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, and initialed by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of:
  - a. initial screening test
  - b. confirmation test – if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. As a laboratory, you must use the cutoff concentrations displayed in the following table for initial and confirmatory drug tests. All cutoff concentrations are expressed in nanograms per milliliter (ng/mL). On an initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test. On a confirmation drug test, you must

report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive. You must report quantitative values for morphine or codeine at 15,000 ng/mL or above. The table follows:

Initial test analyte	Initial test cutoff concentration	Confirmatory test analyte	Confirmatory test cutoff concentration
Marijuana metabolites	50 ng/ mL	THCA <sup>1</sup>	15 ng/ mL
Cocaine metabolites	150 ng/ mL	Benzoylcegonine	100 ng/ mL
Opiate metabolites			
Codeine/ Morphine <sup>2</sup>	2000 ng/ mL	Codeine	2000 ng/ mL
		Morphine	2000 ng/ mL
6-Acetylmorphine	10 ng/ mL	6-Acetylmorphine	10 ng/ nL
Phencyclidine	25 ng/ mL	Phencyclidine	25 ng/ mL
Amphetamines <sup>3</sup>			
AMP/ MAMP <sup>4</sup>	500 ng/ mL	Amphetamine	250 ng/ mL
		Methamphetamine <sup>5</sup>	250 ng/ ml
MDMA <sup>6</sup>	500 ng/ mL	MDMA	250 ng/ mL
		MDA <sup>7</sup>	250 ng/ mL
		MDEA <sup>8</sup>	250 ng/ mL

6. The initial and confirmatory test cutoff levels of this policy are the same as that of the United States government which were published in the Federal Register, Volume 54, Number 230, dated December 1, 1989. These cutoff

<sup>1</sup> Delta-9-tetrahydrocannabinol-9-carboxylic acid (THCA).

<sup>2</sup> Morphine is the target analyte for codeine/morphine testing.

<sup>3</sup> Either a single initial test kit or multiple initial test kits may be used provided the single test kit detects each target analyte independently at the specified cutoff.

<sup>4</sup> Methamphetamine is the target analyte for amphetamine/methamphetamine testing.

<sup>5</sup> To be reported positive for methamphetamine, a specimen must also contain amphetamine at a concentration equal to or greater than 100 ng/mL.

<sup>6</sup> Methylenedioxymethamphetamine (MDMA).

<sup>7</sup> Methylenedioxyamphetamine (MDA).

<sup>8</sup> Methylenedioxyethylamphetamine (MDEA).

levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the WPOA prior to any amendment of this policy.

7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Member having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Member's personnel file upon the member's request.
9. Any member who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Custody - Storage

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

I. Drug Test Results – All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to ensure the acceptable performance of the Member's job and duties.

J. Substance Abuse Rehabilitation Program – Members may participate in a substance abuse rehabilitation program; however, participation shall not prohibit drug testing under this policy.

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a

Last Chance Agreement in lieu of discharge. Nothing contained in this policy, however, mandates discharge and the offering of a last chance agreement in the event the circumstances warrant a lesser penalty.

2. At the discretion of the Commissioner of Police, the last chance agreement may also be offered to any member whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department and the member.
4. An Officer must attend and successfully complete an authorized rehabilitation program.
5. An Officer must sign a form releasing information to management sufficient to establish successful completion of the program.
6. An Officer must pass a medical examination administered by a medical facility designated by the Commissioner of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty; the officer must submit to periodic urinalysis on a reasonable timetable as may be determined by the Commissioner of Police.
9. The Officer shall be subject to the terms of last chance agreement for two (2) years after returning to work.
10. The Officer must agree in writing that the Officer will be terminated if a violation of the Last Chance Agreement occurs with respect to drug or alcohol use and participation in the rehabilitation program.
11. The Officer must be advised that the Officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

#### L. Officer Alcohol Testing

1. A member will be required to take an alcohol test as a condition of employment in order to ascertain prohibited alcohol use on duty, as provided below:



- a. The Police Commissioner, or his designee, may order a member to take an alcohol test upon documented probable cause that a member used alcohol, or is under the influence of alcohol, while on duty.
- b. Alcohol testing will be performed at testing sites identified on the list posted at the Department and as provided to the WPOA. Alcohol testing will involve the use of evidential breath-testing devices (EBTs).
- c. When the employee enters the alcohol testing location, the Breath Alcohol Technician (BAT) will require him or her to provide positive identification. On request by the employee, the BAT will provide positive identification to the employee.
- d. The BAT will explain the testing procedure to the employee.
- e. The BAT will document the testing procedure on a Breath Alcohol Testing form, as required by federal DOT regulations, and the employee will be required to complete Step 2 on the form, signing the certification. Refusal by the employee to sign the certification shall be regarded as a refusal to take the test.
- f. An individually sealed mouthpiece will be opened in the view of the employee and the BAT and attached to the EBT in accordance with the manufacturer's instructions.
- g. The BAT will instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- h(i). If the EBT being utilized does not generate a written printout, the BAT will show the employee the result of the test displayed on the EBT and will also enter the appropriate information in Step 3 of the Breath Alcohol Testing form, and in a log maintained for such purposes. If the log book is utilized, the employee will initial same.
- (ii) If the EBT provides a printed result, the BAT will show the employee the result and then affix the result printout to the Breath Alcohol Testing form in the designated space, using tamper evident tape or such other method as will provide clear evidence of removal.
- i. If the test result shows a breath alcohol concentration of less 0.02, the BAT will date the form and sign the certification in Step

3 of the form, and the employee will sign the certification and fill in the date of Step 4 of the form; and the testing will be considered complete. The BAT will transmit the result to the Department in a confidential manner and the Department will store the information as required by DOT federal regulations.

- j. If the result of the test is an alcohol concentration of 0.02 or greater, the BAT will instruct the employee not to eat, drink, put any object or substance in his or her mouth, and, to the extent possible, not belch during a waiting period before a confirmation test is performed. Such confirmation test will be conducted not less than 15 minutes but not more than 30 minutes, after the completion of the first test described above. The BAT will explain that the test will be conducted at the end of that waiting period, even if the employee has disregarded the instructions given.
- k. A new mouthpiece will be used, and before the confirmation test is administered, the BAT will ensure that the EBT registers 0.00 on an air blank.
- l. The BAT will again instruct the employee to blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- m. The BAT will show the employee the result displayed on the EBT and affix the test result printout to the Breath Alcohol Testing form in the designated space, using tamper evident tape or such other method as will provide clear evidence of removal.
- n. The employee will sign the certification and fill in the date in Step 4 of the Breath Alcohol Testing form.
- o. The BAT will then conduct an air blank test of the EBT and will transmit the results on the screening and confirmation test to the Department in a confidential manner, unless the air blank reading is greater than 0.00, in which case the test will be considered to be invalid.

## 2. Shy Lung

In the event that an employee is unable, or alleges that he or she is unable, to provide an amount of breath sufficient to permit a valid breath test because of a medical condition, the Breath Alcohol Technician shall again instruct the employee to attempt to provide an adequate amount of

breath. If the employee attempts and fails to provide an adequate amount of breath, the BAT shall so note in the "Remarks" section of the Breath Alcohol Testing form and immediately inform the Department. The Department will direct the employee to obtain, within five days of the attempted provision of breath, an evaluation from the Department's physician concerning the employee's medical ability to provide an adequate amount of breath. The physician performing such evaluation shall have expertise in the medical issues raised by the employee's failure to provide sufficient breath. If the physician determines, in his or her reasonable medical judgment, that an medical condition has, or with a high degree of probability could have, precluded the employee from providing an adequate amount of breath shall not be deemed a refusal to take the test. However if the physician, in his or her reasonable medical judgment is unable to make a determination, the employee's failure to provide an adequate amount of breath shall be regarded as a refusal to take the test. In either event, the physician shall provide a written statement to the Department of the basis for his or her conclusion.

3. Reasonable Cause, Random and Follow-Up Alcohol Test

In cases of reasonable cause, random and follow-up alcohol tests, the consequences of a positive test will depend on the breath alcohol level and whether, when the test is administered, the employee has already performed police functions on that day.

- a. If an employee has not yet performed police functions:
  - (i.) If the test result shows a breath alcohol concentration of 0.02 or greater but less than 0.04, he/she will be immediately taken out of service and not permitted to return to service until the start of his or her next regular tour of duty, but no less than 24 hours following administration of the test.
  - (ii.) If the test result shows a breath alcohol concentration of 0.04 or greater, he/she will be immediately taken out of service, be referred to a Substance Abuse Professional and be subject to the return to duty testing and SAP requirements; and in addition will be subject to the following progressive discipline:

First offense: One day suspension; Second offense within 18 months: Five (5) day disciplinary suspension; Third offense within 18 months of the first offense: twenty (20) day disciplinary suspension; Fourth offense within 18 months of the first offense: subject to discharge.

- b. If the employee has already performed police functions on that day, he or she will be subject to discipline up to and including discharge if the test result shows a breath alcohol concentration of 0.04 or greater.
  - c. In cases involving an evaluation by the SAP and the SAP determines that the employee needs assistance, the employee shall comply with any recommendations or requirement in that regard established by the Substance Abuse Professional.
  - d. The Department will be responsible for the cost of the rehabilitation SAP evaluation of the employee who tests 0.04 or greater on an alcohol test, to the extent that such cost is not covered by a health care provider providing benefits to the employee, but will not be responsible for any cost of reevaluation, subsequent treatment or rehabilitation, or the cost of any subsequent referral to a SAP. The Department also will not be responsible for any costs associated with an SAP referral resulting from a positive drug test.
4. Return to Duty After a Positive Test – Any employee taken out of service as a result of a positive drug test or an alcohol test where the results show a breath alcohol concentration of 0.04 or greater, who is not otherwise subject to discharge, must undergo a return to duty drug or alcohol test after receipt of the written evaluation of the SAP, referred to above, indicating that no further assistance is necessary, before being returned to service. In cases involving drugs, the return to duty test will be given no less than seven (7) days from receipt by the Department of the initial test result. In cases involving alcohol, the test will be given on the day of receipt of the SAP evaluation or at the expiration of any period of disciplinary suspension, whichever occurs first. If the employee tests negative, he/she will be immediately returned to service upon receipt of the written test results. If the employee tests positive for drugs on such return to duty test, or if the return to duty alcohol test shows a breath alcohol concentration of 0.02 or greater, the employee will remain out of service. If the test is positive for drugs or the alcohol BAC is 0.04 or greater, he/she will again be referred to an SAP. Such an alcohol result of

0.04 or greater will also be considered a subsequent offense under the progressive discipline described above.

5. Cost of Testing – The Department will pay the cost of any pre-employment, reasonable cause, random or follow-up return to duty drug or alcohol tests conducted under this policy.

M. Confidentiality – The Department respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any test administered under this policy, the identity of any employees participating in a rehabilitation program, reports prepared by an SAP and/or other written information relative to rehabilitation or treatment involving alcohol or controlled substances matters will not be revealed by the Department to anyone, other than its certifying physicians, without the express written consent of the employee, except as noted below:

1. The Medical Review Officer will not reveal individual test results to anyone unless he or she has been presented with a written authorization from the tested employee. The MRO may, however, reveal to the Department, without an authorization, relevant employee qualification information which indicates whether the employee has tested positive for a controlled substance. The Department will not release the employee qualification information without first obtaining the tested employee's written authorization and consent. However, the Medical Review Officer will disclose medical information provided directly by the employee, to the Department and/or the Department's certifying physician, if in the MRO's medical judgment the information indicates that the employee may be medically unqualified or would otherwise pose a significant safety risk. Before obtaining medical information from the employee as part of the verification process, the MRO will inform the employee that such information may be so disclosed.
2. The Department may release information pertaining to an employee's drug or alcohol test if ordered by a Court of competent jurisdiction in a lawsuit, an arbitrator in a grievance proceeding or the decision maker in other proceedings initiated by or on behalf of the employee and arising from a verified positive drug or alcohol test or in a criminal or civil action resulting from the employee's duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order directing the Department to

produce the information; and in all such instances only with a binding stipulation that the decision maker to whom it is released will make it available only to the parties to the proceeding.

3. In the event an employee provides a written consent to release information to the Local Union, the Department will promptly provide any such information.

#### CITY OF WARREN DRUG POLICY LAST CHANCE AGREEMENT

Re: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Whereas, the above referenced individual was found guilty of violating the departmental drug policy on \_\_\_\_\_, and;

Whereas, the City of Warren Police Department will conditionally reinstate \_\_\_\_\_ to the same rank of \_\_\_\_\_, provided the Officer is found by medical examination to be capable of performing all the duties of the classifications as determined by the City of Warren Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all relevant information to management as may be requested.
2. Officer must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Commissioner of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officers may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Commissioner of Police, the Officer shall be returned to the Police Department at the rank of \_\_\_\_\_.
6. Once returned to duty, the Officer will present himself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directive given him by the rehabilitation center for a period of not more than two (2) years.



Officer \_\_\_\_\_ agrees to sign appropriate forms releasing any and all reasonable and necessary information to the Police Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, Officer \_\_\_\_\_ shall submit to controlled substance testing at the discretion of the Commissioner of Police. If any such test shows a positive result for the presence of a controlled substance, Officer \_\_\_\_\_ will be discharged from employment with the City of Warren subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Officer \_\_\_\_\_ will be credited with seniority, for promotional purposes, for time separated from the Police Department between \_\_\_\_\_ and the date of return to duty. No other wage is due or owing, and Officer \_\_\_\_\_ waives any claim thereto.
9. The Association shall withdraw with prejudice the grievance # \_\_\_\_\_ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer \_\_\_\_\_ from any and all claims relating thereto. Officer shall release and discharge the Association and the Employer from any and all claims relating to grievance # \_\_\_\_\_, including but not limited to the processing and arbitration of this grievance.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim or litigation.
12. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
POLICE COMMISSIONER

\_\_\_\_\_  
OFFICER

\_\_\_\_\_  
LABOR RELATIONS DIRECTOR

\_\_\_\_\_  
WARREN POLICE OFFICERS ASSOCIATION

FEDERAL DRUG TESTING CUSTODY AND CONTROL FORM



SPECIMEN ID NO. 0000001

STEP 1: COMPLETED BY COLLECTOR OR EMPLOYER REPRESENTATIVE

ACCESSION NO.

A. Employer Name, Address, ID No.

D. MRO Name, Address, Phone No. and Fax No.

C. Donor SSN or Employee ID No.

E. Specify Testing Authority: ☐ HHS ☐ NRC ☐ DOT - Specify DOT Agency: ☐ FMCSA ☐ FAA ☐ FRA ☐ ITA ☐ PHMSA ☐ USCG

F. Reason for Test: ☐ Pre-employment ☐ Random ☐ Reasonable Suspicion/Cause ☐ Post Accident ☐ Return to Duty ☐ Follow-up ☐ Other (specify)

G. Drug Tests to be Performed: ☐ THC, COC, PCP, OPI, AMP ☐ THC & COC Only ☐ Other (specify)

H. Collection Site Address:

Collector Phone No.

Collector Fax No.

STEP 2: COMPLETED BY COLLECTOR (make remarks when appropriate) Collector reads specimen temperature within 4 minutes.

Temperature between 60° and 100° F? ☐ Yes ☐ No, Enter Remark: Collection: ☐ SpL ☐ SnGL ☐ Root Provided, Enter Remark: ☐ Observed, Enter Remark:

REMARKS:

STEP 3: Collector affixes bottle seal(s) to bottle(s). Collector dates seal(s). Donor initials seal(s). Donor completes STEP 5 on Copy 2 (MRO Copy)

STEP 4: CHAIN OF CUSTODY - INITIATED BY COLLECTOR AND COMPLETED BY TEST FACILITY

I certify that the specimen given to me by the donor identified in the certification section on Copy 2 of this form was collected, labeled, sealed and released to the Delivery Service noted in accordance with applicable federal requirements.

SPECIMEN BOTTLE(S) RELEASED TO:

Signature of Collector

AD

PD

(PRINT) Collector's Name (First, MI, Last)

Date (MM/DD/YYYY)

Time (H:MM)

Name of Delivery Service

RECEIVED AT LAB OR HTP:

Signature of Accession

Primary Specimen Bottle Seal Intact

☐ YES ☐ NO

IF NO, Enter remark in Step 5A.

SPECIMEN BOTTLE(S) RELEASED TO:

STEP 5A: PRIMARY SPECIMEN REPORT - COMPLETED BY TEST FACILITY

☐ NEGATIVE ☐ POSITIVE for: ☐ Marijuana Metabolite (Δ9-THCA) ☐ 6-Acetylmorphine ☐ Methamphetamine ☐ MDMA ☐ MDA ☐ MDEA  
☐ OILITE ☐ Cocaine Metabolite (BZE) ☐ Morphine ☐ Amphetamine  
☐ PCP ☐ Codeine  
☐ REJECTED FOR TESTING ☐ ADULTERATED ☐ SUBSTITUTED ☐ INVALID RESULT

REMARKS:

Test Facility (if different from above):

I certify that the specimen identified on this form was received upon receipt, handled using chain of custody procedures, analyzed and reported in accordance with applicable federal requirements.

Signature of Certifying Technician/Analyst

(PRINT) Certifying Technician/Analyst's Name (First, MI, Last)

Date (MM/DD/YYYY)

STEP 5B: COMPLETED BY SPLIT TESTING LABORATORY

☐ RECONFIRMED ☐ FAILED TO RECONFIRM - REASON:   
I certify that the split specimen identified on this form was received upon receipt, handled using chain of custody procedures, analyzed and reported in accordance with applicable federal requirements.  
Signature of Certifying Technician/Analyst (PRINT) Certifying Technician/Analyst's Name (First, MI, Last) Date (MM/DD/YYYY)



0000001  
SPECIMEN ID NO.

A



0000001  
SPECIMEN BOTTLE  
SEAL

Date (MM/DD/YYYY)

Signature (Initials)



0000001  
SPECIMEN ID NO.

B



0000001  
SPECIMEN BOTTLE  
SEAL

Date (MM/DD/YYYY)

Signature (Initials)

# U.S. Department of Transportation (DOT) Alcohol Testing Form

(The Instructions for completing this form are on the back of Copy 3)

**Step 1: TO BE COMPLETED BY ALCOHOL TECHNICIAN**

A: Employee Name \_\_\_\_\_ (Print) (First, M.I., Last)

B: SSN or Employee ID No. \_\_\_\_\_

C: Employer Name \_\_\_\_\_  
Street \_\_\_\_\_  
City, ST ZIP \_\_\_\_\_

DER Name and \_\_\_\_\_  
Telephone No. \_\_\_\_\_ ( ) \_\_\_\_\_  
DER Name DER Phone Number

D: Reason for Test: ☐ Random ☐ Reasonable Susp ☐ Post-Accident ☐ Return to Duty ☐ Follow-up ☐ Pre-employment

Affix  
Or  
Print  
Screening Results  
Here

Affix  
With  
Tamper Evident Tape

**STEP 2: TO BE COMPLETED BY EMPLOYEE**

I certify that I am about to submit to alcohol testing required by U.S. Department of Transportation regulations and that the identifying information provided on the form is true and correct.

Signature of Employee \_\_\_\_\_ Date    /    /     
Month Day Year

Affix  
Or  
Print  
Confirmation Results  
Here

**STEP 3: TO BE COMPLETED BY ALCOHOL TECHNICIAN**

(If the technician conducting the screening test is not the same technician who will be conducting the confirmation test, each technician must complete their own form.) I certify that I have conducted alcohol testing on the above named individual in accordance with the procedures established in the U.S. Department of Transportation regulation, 49 CFR Part 40, that I am qualified to operate the testing device(s) identified, and that the results are as recorded.

TECHNICIAN: ☐ BAT ☐ STP DEVICE: ☐ SALIVA ☐ BREATH\* 15-Minute Wait: ☐ Yes ☐ No

SCREENING TEST: (For BREATH DEVICE\* write in the space below only if the testing device is not designed to print)

Test #	Testing Device Name	Device Serial # OR Lot # & Exp Date	Activation Time	Reading Time	Result

CONFIRMATION TEST: Results MUST be affixed to each copy of this form or printed directly onto the form.

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alcohol Technician's Company \_\_\_\_\_ Company Street Address \_\_\_\_\_  
(PRINT) Alcohol Technician's Name (First, M.I., Last) \_\_\_\_\_ Company City, State, Zip \_\_\_\_\_ Phone Number \_\_\_\_\_  
Signature of Alcohol Technician \_\_\_\_\_ Date    /    /     
Month Day Year

Affix  
With  
Tamper Evident  
Tape

Affix  
Or  
Print  
Additional Results  
Here

Affix  
With  
Tamper Evident  
Tape

**STEP 4: TO BE COMPLETED BY EMPLOYEE IF TEST RESULT IS 0.02 OR HIGHER**

I certify that I have submitted to the alcohol test, the results of which are accurately recorded on this form. I understand that I must not drive, perform safety-sensitive duties, or operate heavy equipment because the results are 0.02 or greater.

Signature of Employee \_\_\_\_\_ Date    /    /     
Month Day Year

COPY 1 - ORIGINAL - FORWARD TO THE EMPLOYER

OMB No. 2105-0529

APPENDIX J  
BUY AMERICAN LETTER OF UNDERSTANDING

APPENDIX J  
BUY AMERICAN LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING

This Letter of Understanding is entered into this 10th day of January, 2012 between the City of Warren and Warren Police Officers Association concerning the "Buy American" provision contained in the current collective bargaining agreement between the parties.

Due to circumstances beyond the City's control, the City is unable to purchase U.S. savings bonds for employees who purchase or lease American made vehicles. As an alternative to the previously agreed to savings bond program, the parties have agreed to the following:

- Buy American - The parties agree that in an effort to support the domestic auto and auto supplier industries and dealerships to help revitalize the U.S. auto industry, every time any bargaining unit member purchases or leases a domestically made Chrysler, General Motors or Ford Motor Company vehicle while this Letter of Understanding is in effect, the City shall pay to said bargaining unit member \$100.00, up to (2) vehicles, through payroll paycheck.

City:



Mark R. Simlar  
Labor Relations Assistant

Union:



Michael Sauger, President  
Warren Police Officers Association

APPENDIX K  
APPLICATION OF 12 HOUR DAYS  
MEMORANDUM OF UNDERSTANDING

The City of Warren ("City") and the Warren Police Officers Association ("WPOA") having met to discuss the application of 12-hour workdays as set forth in Article 12, paragraph A of the 2013-2016 Collective Bargaining Agreement agree to modify the language to provide as follows:

A. Hours of Work: All employees' workweek shall be forty (40) hours consisting of five 8-hour workdays. Each employee shall be allowed one-half hour for lunch within each regular workday. Dispatchers shall also receive two 15-minute breaks. The employees' two (2) days off shall be consecutive subject to the emergency requirements of the Department. Effective November 1, 2013, Employees assigned to Patrol shall work 12-hour workdays. Employees assigned to Traffic and Criminal Investigations shall work 10-hour workdays. The change to 12-hour and 10-hour workdays shall be subject to a one (1) year trial period commencing November 1, 2013 as pertains to pay methodology. During the first six (6) months, officers working a 12-hour shift will work one (1) eight hour shift every two weeks to maintain the standard 80-hour pay period. During the last six (6) months, officers will work 84 hours per pay period and the additional four (4) hours shall be placed in a secondary bank with no cash value but otherwise available for time off.

It is recognized and understood that the successful implementation and operation of the 12-hour and 10-hour shifts may require certain adjustments and modifications not referenced in this Article. When this becomes necessary, the parties will, in good faith, meet in an effort to establish and implement satisfactory changes and modifications. In accordance with its by-laws, the WPOA shall establish a Working Hours Committee to work with the City on any such changes and modifications. A written record shall be made of any changes to be signed off on by both parties and later incorporated either directly or by reference into Article 12.

A twelve-hour day system will consist of two shifts, each working twelve-hours per day. Each shift will consist of two platoons (A and B). Each platoon will work a set schedule that can be mapped out for the duration of the officer's assignment. Traditionally, Officers working a twelve-hour schedule will work 84 hours per pay period and an additional 104 hours will be accrued by each officer each year. The Department shall have the option to use either the 80 hour pay period that includes one (1) 8 hour shift or the 84 hour pay period at its discretion.

The first option is a non-traditional method of each officer working one (1) eight (8) hour shift every two weeks. Officers will pick, by seniority on each platoon, which time block that they will come in 4-hours late, or leave 4-hours early. At no time will more than 4 officers be allowed off during these 4-hour periods. This pick will remain constant throughout the six-month shift

## APPENDIX K APPLICATION OF 12 HOUR DAYS

selection period. Following the first year, if the Department selects this method of continuing the twelve-hour system, then the single eight (8) hour day shall be selected in the same manner.

During the second option, officers will work 84 hours per pay period (7 full twelve hour shifts). Officers will accumulate approximately 48 hours each six month period (48 hours is maximum if the officer does not attend training, or take any time off during that six month period). Under this option, officers will be entitled to use this time for days off. It is understood that this time will not carry over from one period to another and has no cash value. This time earned will accrue in an officers "Debit Leave Bank". The "Debit Leave Bank" will have a maximum cap of 48 hours. Any hours accrued in excess of this cap will be lost.

The Patrol Division will be divided up among four different time periods each day. Each time period will be divided up by two different schedules, Blue or Red, based upon which leave day schedule that officer is working: Platoon #1 (06:30-18:30); Platoon #2 (08:00-20:00); Platoon #3 (18:30-06:30); Platoon #4 (20:00-08:00); Platoon #5 (15:00-03:00). Example: An officer working the 06:30-18:30 shift on the Blue Schedule will be known as working Platoon Blue 1, and unit designator on CAD will be a 1. An officer working the 18:30-06:30 shift on the Red Schedule will be known as working Platoon Red 3, and unit designator on CAD will be a 3.

Roll call for each of the shifts begins at the exact time listed. (If you are assigned to work 0800-2000, your roll call is at 08:00 and not 07:50.) Officers are entitled to a 45-minute lunch period during each twelve-hour shift.

The Shift Premium for the Twelve Hour Program remains the same as the previous contract. Any officer hired after January 10, 2012 is not eligible for shift premium. All others will be as follows: Platoon #1 (06:30-18:30) and Platoon #2 (08:00-20:00) = 0%; Platoon #3 (18:30-06:30) and Platoon #4 (20:00-08:00) = 5%; and Platoon #5 (15:00-03:00) = 4%.

Jail personnel will be assigned to the twelve-hour system, and jail officers will be distributed by having six (6) officers assigned from 06:30-18:30 (3 on blue schedule and 3 on red schedule) and four (4) officers assigned from 18:30-06:30 (2 on blue schedule and 2 on red schedule).

The Warrant Car is considered a "car assignment", not a preferred job. If an officer elects to choose the warrant car, and a preferred job becomes available, the officer will be eligible to accept the preferred job. The Warrant Car will work Monday through Friday from 15:00 to 23:00. The Warrant Car will be responsible primarily for the county detail and warrant pickups. Since this is a "car assignment" and not a preferred job, it must be opened for bidding at every shift selection period. The two officers with highest seniority will get the position.

The ETU's will be distributed by having two (2) ETU's on each shift (one assigned to the blue schedule and one assigned to the red schedule) except for Platoon #3 (18:30-06:30) – No ETU's will be assigned.



APPENDIX K  
APPLICATION OF 12 HOUR DAYS

The Front Desk will be staffed with two (2) patrol officers during day shift and one (1) patrol officer during the night shift.

It is not practical for some bureaus to make to the transition to the twelve-hour day scheduling system. Accordingly, the following bureaus/positions will remain on a forty (40) hour per week schedule: administration, traffic engineer, court officer, and School Resource officers.

Under the twelve-hour system, funeral leave days would need to remain man-days due to the obvious need for the number of days off. According to the WPOA contract, the City has agreed to allow five funeral leave days in certain circumstances. These additional days would not be needed under the twelve-hour system, as an officer will never be scheduled to work more than three (3) days consecutively.

If the Department concludes at any point that the continued use of 12-hour or 10-hour workdays is having a negative economic or organizational impact sufficient to unduly disrupt the operations of the Department, it may, with sufficient notice to the WPOA and an opportunity for the WPOA to address the issue(s), discontinue the use of the 12-hour and/or 10-hour days. Where the Department reverts back to 8-hour days, sufficient time shall be allowed so as not to disrupt previously selected shift assignments and furloughs.

CITY OF WARREN

WARREN POLICE OFFICERS ASS'N

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Mark Simlar, Labor Relations

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Michael Sauger, President

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Jere Green, Commissioner of Police

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Scott Harding, Vice-President

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Louis Galasso, Deputy Commissioner

APPENDIX L  
NEW HI RE BODY ARMOR

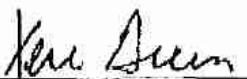
MEMORANDUM OF AGREEMENT

This will confirm that on this \_\_\_ day of January, 2013, by and between the City of Warren "the City", and the Warren Police Officers Association "the Union", regarding the purchase and use of body armor by members of the bargaining unit.

It is hereby agreed as follows:

1. The City, at the time of the signing of this agreement, does not mandate the use of body armor for all uniformed personnel, but maintains that it is strongly encouraged.
2. It is understood that the City will make every effort to provide officers hired after January 1, 2013 with body armor as part of their initial complement of uniforms. However, participation in this program is optional and these officers will not be obligated to participate in this program.
3. Any officer wishing to purchase body armor will be allowed to utilize their clothing allowance following the same procedures as those currently in place for plain clothed reimbursement.
4. Officers wishing to purchase body armor will be allowed to choose their own vendor.
5. Where available, officers may participate in grant funding to offset a partial cost of the vest. Officers are encouraged to check grant funding and grant requirements prior to the purchase of the vest. Officers who utilize grant funds to purchase the vest will be required to use their clothing allowance upfront and will receive a reimbursement to their clothing account from the grant. This may take six (6) to eight (8) months.
6. Current procedures for purchasing body armor will not be altered as a result of this agreement.
7. Any officer hired after January 1, 2013, who receives body armor as part of their initial uniform complement and for any reasons leaves employment with the City within one year of their appointment, the body armor must be returned to the department or the employee agrees to reimburse the City for the cost.
8. The parties recognize that in no way does this agreement alter any part of the collective bargaining agreement and that the City has the right by written notice to the Union to cancel this agreement at any time and for any reason.

City:

  
Jere Green  
Warren Police Commissioner

Union:

  
Michael Sauger  
WPOA President

LETTER OF UNDERSTANDING

[Special Investigations – FBI Violent Crime Task Force Officer]

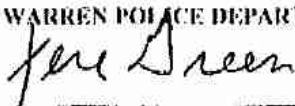
This Letter of Understanding is made and entered into this 3d day of March, 2015, between the City of Warren Police Department ("Department"), and the Warren Police Officers Association ("WPOA").

On February 27, 2015, the WPOA and the Department met to discuss the creation of a police officer position with the FBI Violent Crime Task Force assigned to Macomb County. The parties having discussed the issues raised, and agree as follows:

1. The position will be selected solely by choice of the Department.
2. Future vacancies in this position, along with the positions in the Special Operations Unit, DEA, and SID (under the rank of Corporal), will be selected solely by choice of the Department, however, the Department shall post (via email) for the vacant positions; narrow the candidate field based upon to be determined criteria and conduct interviews of the final candidates.
3. The Department confirms that the selection to DEA or FBI is not inclusive to SID and/or Special Ops and that previous experience in either unit is not a pre-requisite.
4. The position of FBI Violent Crime Task Force will be with an estimated three (3) year cap on the length in this position. The Department and WPOA agree that should extenuating circumstances warrant, an extension may be agreed upon. Both parties further agree that an officer also does not have a minimum length in this position and an officer may be removed from this position at any time before three (3) years for manpower, performance or otherwise.
5. The Department agrees that the creation of this position coincides with the creation of the Motor Carrier Enforcement Officer which will be selected following all language set forth in Article 8.
6. The Department further agrees that a request for an additional patrol officer will be included in the 2015-16 Department budget request.
7. All rights of the parties not specifically modified by this Letter of Understanding shall remain in effect.

CITY OF WARREN POLICE DEPARTMENT

By:


  
Jere Green, Commissioner

By:

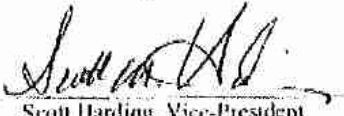
  
Louis Caluso, Deputy Commissioner

WARREN POLICE OFFICERS ASSOCIATION

By:

  
Michael Sauger, President

By:

  
Scott Harding, Vice-President

APPENDIX N  
ON DUTY REQUIRED OVERTIME

**LETTER OF UNDERSTANDING  
On-Duty Required Overtime**

This Letter of Understanding is made and entered into this 9<sup>th</sup> day of October 2015 by and between the City of Warren ("City") and the Warren Police Officers Association ("WPOA") and serves to confirm the understanding regarding the procedures for an immediate call-in of uniformed personnel as pertains to situations regarding civil disorder or other emergency requests for personnel.

**RECITALS**

The Implementation of 12-hour days has resulted in reconsideration of the on-duty required overtime provisions of Article 12. The collective bargaining agreement currently defines on-duty required overtime "with notice" as overtime that will be required for one employee more than one hour of its occurrence or for more than one employee more than two hours of its occurrence. Under the existing provisions, the Watch Commander shall first call employees assigned to his shift in order of least overtime worked. When sufficient manpower cannot be obtained from his shift, he will attempt to acquire manpower from the preceding shift, following then by the oncoming shift. When an employee declines an offer of overtime or is unavailable (except when on sick leave, disability leave or funeral leave) to commit himself to an overtime assignment, he shall be charged as if he had worked for purposes of the equalization list. Inconvenience shall not obviate the requirements of Article 12. In the event there are no overtime volunteers, the Watch Commander may order the lowest seniority employee to work the available overtime. The process of contacting officers begins with the lowest amount of hours worked (equalized overtime) starting

with the highest seniority. For purposes of equalization, on July 1 of each year all employees shall be deemed to have worked zero (0) hours overtime.

The collective bargaining agreement further defines on-duty required overtime "without notice" as overtime that will be required for one employee less than one hour of its occurrence or for more than one employee less than two hours of its occurrence. In this instance, the Watch Commander may obtain volunteers in the most efficient but reasonable manner. In the event there are no overtime volunteers, the Watch Commander may order the lowest seniority employee to work the required overtime.

In the event of a mass civil disorder or emergency situation that will require the immediate call-in and response of uniformed patrol officers, the Watch Commander may obtain volunteers in the most efficient but reasonable manner. Since the implementation of 12-hour shifts, the current practice of utilizing the preceding shift and then the oncoming shift is no longer the most efficient manner.

#### AGREEMENT

It is hereby agreed between the parties that because of the implementation of 12-hour days the on-duty required overtime provisions as pertains to the need for on-duty required overtime to address civil disorders or other emergency requests for personnel shall be modified as described below. The modified procedure takes into account that 12-hour shifts are divided into four (4) distinct shifts: Days Blue, Days Red, Nights Blue, and Nights Red.

The most efficient manner shall be to contact any personnel currently assigned to the shift during the occurrence who may be currently on work-leave or leave-work or off for any other reason, excluding sick leave, funeral leave, or disability. If this does not result in enough volunteers, the Watch Commander will then begin to contact the opposite color corresponding

APPENDIX N  
ON DUTY REQUIRED OVERTIME

shift. For example, if occurring on Days Blue, Days Red will be contacted second. The next shift to be contacted should be the opposite time shift that is not the oncoming shift. For example, if occurring on Days Blue, Nights Red would be contacted third as Nights Blue will be the next shift to report for normal duty. For this reason, the oncoming shift will be the last to be notified.

This understanding and agreement is in no way precedent-setting and it shall not be used in any future negotiations or agreements unless mutually agreed by the parties. The understanding and agreement shall not be used to support or negate either party's interpretation of any of the existing provisions of Article 12.

City of Warren Police Department

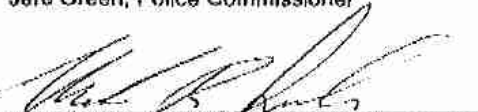
Warren Police Officers Association



Jera Green, Police Commissioner



Michael Sauger, President



Mark Simlar, Labor Relations



Scott Harding, Vice President