

COLLECTIVE BARGAINING AGREEMENT

CITY OF TRENTON

AND

TRENTON POLICE OFFICERS ASSOCIATION

**AN AFFILIATE OF THE
MICHIGAN ASSOCIATION OF POLICE**

JULY 1, 2015 - JUNE 30, 2018

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AGREEMENT

THIS AGREEMENT, entered into August 3, 2015, by and between the City of Trenton, a Municipality in Wayne County, Michigan, hereinafter referred to as the "City", and the Michigan Association of Police and its affiliate Trenton Police Officers Association, representing a unit of the Trenton Police Department hereinafter referred to as the "Association", witnesseth:

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the City, the employees and the Association.

The parties recognize the essential public service here involved and that the interest of the community and the job security of the employees depend upon the City's success in establishing and maintaining proper services to its citizens.

The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any disputes arising between the employees and the Management be adjusted and settled in an orderly manner without interruption of said service to the public.

To these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and agreements hereinafter contained, it is agreed that:

ARTICLE I RECOGNITION

SECTION 1.

The parties hereto have entered into this Agreement pursuant to the Authority of ACT 379 of the Public Acts of 1965, State of Michigan, as amended: The City recognizes the Association as sole collective bargaining agent for matters pertaining to wages, hours and other conditions of employment for the police department members included in the bargaining unit.

SECTION 2.

"City" shall include the elected or appointed representatives of the City of Trenton, Michigan.

"Association" shall include the elected officers or representatives and members of the Michigan Association of Police and its affiliate Trenton Police Officers Association, Trenton, Michigan. Whenever the singular number is used, it shall include the plural.

"Chief of Police" shall include the Chief of Police, the Director of Police & Fire Services, or their designee.

SECTION 3.

This Agreement shall be applicable to the Sergeants, Corporals, Patrol Officers and exclude all other members of the Trenton Police Department.

ARTICLE II REPRESENTATION

SECTION 1.

The employees shall be represented by a committee of four (4) members, one of whom shall be the Chairman, who shall be elected in any manner determined by the employees. There may be an alternate appointed in the absence of a regular committee member. This committee shall be selected from a group of nominees on the seniority list.

SECTION 2.

Promptly following the effective date of this Agreement, the Association and the City shall provide to each other a written list of names and titles of their respective representatives, and will, from time to time, provide prompt notice of any changes.

**ARTICLE III
BARGAINING UNIT ACTIVITIES**

SECTION 1.

The City and the Association agree that neither will discriminate against any employee because of the exercise of the employee's legal rights or because of race, religion, or membership or lack of membership in the Association.

SECTION 2.

The Association shall be provided a suitable bulletin board in the Police Department squad room, for the posting of notices or other material relevant to the Association's use thereof.

SECTION 3.

The Association may schedule meetings on City property which are not disruptive of the duties of the employees or the efficient operation of the Department provided they give prior notice to the Chief of Police or designee.

SECTION 4.

Officers and other representatives of the Association shall be afforded time during regular working hours without loss of pay to fulfill the Association responsibilities including negotiations with the City, processing of grievances and the administration and enforcement of this Agreement. This shall not be interpreted to exceed more than two (2) members of the Association plus the grievant on grievances. Members shall be allowed to fulfill these duties upon notification to the Chief of Police. One member shall be allowed to attend the State M.A.P. meetings upon notification to the Chief of Police at least two (2) days prior, with the approval of the Chief of Police.

SECTION 5.

The City will deduct from wages due officers covered by this Agreement, upon signed authorization by individual officers, membership dues or service fees (including initiation fees, dues and service fees), or assessments, as certified by the Association. Membership dues or service fees shall be equal in dollar amounts for all employees and shall be deducted from the employee's first check each month, and forwarded to the Local Association Treasurer at the end of that month. Assessments shall be in equal dollar amounts for all employees and shall be deducted from the employee's second check each month, and forwarded to the State Association Treasurer at the end of that month. The authorization shall be irrevocable for the term of the Agreement.

In case a deduction is made which duplicates a payment an employee already has made to the Union, or where a deduction is not in conformity with provisions of the Union Constitution and By-laws, refund to the employee will be made by the Local Union.

SECTION 6. LIMIT OF EMPLOYER'S LIABILITY

The employer shall not be liable to the Union by reason of requirements of the Article for remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

**ARTICLE IV
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.

**ARTICLE V
OTHER AGREEMENTS AND ORGANIZATIONS**

The City shall not enter into any collective bargaining agreements with Association employees, individually or collectively or with any other organization which in any way conflicts with the provisions of the Agreement.

**ARTICLE VI
NO STRIKE CLAUSE**

SECTION 1.

As used in this contract, the word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, rights, privileges, or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

SECTION 2.

During the life of this Agreement, the Union will not cause, nor permit its members to cause, nor will any members of the Union take part in a strike, or any concerted effort to diminish the quality or quantity of the work performed by members of the Bargaining Unit. In the event of any of the above violations of this Article, the City will take immediate disciplinary action against the employees involved. The City will not lock out employees during the term of this Agreement.

SECTION 3.

In the event of a strike, work stoppage, intentional damage to, or the intentional rendering inoperable of, any equipment, the Association shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that they may be disciplined up to and including discharge and instruct all such persons to immediately cease the offending conduct.

**ARTICLE VII
RIGHTS OF EMPLOYER**

There is reserved exclusively to the City all responsibilities, powers, rights, and authority vested in it by the laws and constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.

It is recognized by the parties that the government management of the City, the control and management of its properties, and the maintenance of municipal functions and operations are reserved by the City and that all legal prerogatives of the City shall be paramount and be solely the City's right and responsibility. Provided, however, the City agrees to negotiate any changes in personnel policies related to hours, wages, and working conditions of any of the members of the Union.

ARTICLE VIII HOURS OF EMPLOYMENT

SECTION 1.

As the Police Department is a seven (7) day, twenty-four (24) hour operation, the work schedule for employees of the Police Department shall be twelve (12) hours in a twenty-four (24) hour period. The work week in the Police Department shall be from 7:00 a.m., Monday, through to and including 6:59 a.m. the following Monday. Any time worked in excess of twelve (12) hours per day or eighty (80) hours in any bi-week shall be compensated at the rate of time and one-half.

SECTION 2.

The regular work schedule shall consist of set, twelve (12) hour days (with shifts beginning and ending at 7:00 a.m. and 7:00 p.m.), with one (1), eight (8) hour shift (either 7:00 a.m. to 3:00 p.m., or 7:00 p.m. to 3:00 a.m.) per bi-week to be selected by the employee based upon rank, then seniority within rank, in order to maintain an eighty (80) hour bi-weekly schedule.

SECTION 3.

Shift selection shall initially be determined based upon seniority, with annual selection thereafter subject to rotation. The annual rotation of shifts shall become effective with the first, full bi-weekly pay period following May 1st of each year. Officers shall have the option to trade shift selection/placement, subject to approval by the Chief of Police.

SECTION 4.

All new officers shall serve a probationary period as directed and deemed necessary by the Chief of Police. This period shall not be less than twelve (12) months of on-the-road training/experience.

Subject to department manpower requirements, employees shall be permitted to voluntarily trade work or leave days, provided such trades do not permit the employees involved to gain overtime as a result thereof. New probationary officers shall be permitted to voluntarily trade work or leave days with other new probationary officers only upon completion of their FTO program, provided such trades do not permit the employees involved to gain overtime as a result thereof. In the event a trade is approved and a subsequent event occurs requiring the employees involved to work overtime, the trade will not be rescinded. Trade requests will be answered within twenty-four (24) hours.

- A. Members of the Police Department, with consent of the Chief of Police, may be permitted to change shifts.
- B. Work leave days in cases of emergency must be authorized by the Chief of Police.
- C. When an employee works six (6) or more hours in a higher classification of work, including command positions, the employee shall receive the rate of pay of the higher classification for the total hours worked in the higher classification.

Effective August 3, 2015, when an employee works four (4) or more hours in a higher classification of work, including command positions, the employee shall receive the rate of pay of the higher classification for the total hours worked in the higher classification.

- D. It is the intent of the City and the Association to provide a method of according all employees an equal opportunity to work such overtime as the City deems necessary to maintain a safe and orderly police operation. The overtime shall be applied in a consistent and equitable manner. The City shall exercise good judgment in contacting employees. Employees who are in the FTO program will be considered for overtime in the event of an emergency and only after all eligible employees have been contacted. Upon successful completion of the FTO program and six (6) months of employment, the employee shall be added to the overtime chart with an average in overtime hours and all overtime hours worked while on probation shall be added to the averaged hours.

- E. Employees required to attend mandatory training schools in addition to their regular shift hours, twelve (12) per day or eighty (80) hours per bi-week, shall be compensated at the rate of time and one-half.
- F. The City will designate the number of employees working a shift to maintain safe and orderly police protection. Vacancies that are filled will be filled according to the overtime schedule, with the low employee in hours to be called first.
- G. Officers who function as a Field Training Officer (FTO) shall receive a premium payment of one hour for each shift the officer is assigned to a probationary officer's field training. Payment will be made at the hourly rate of the FTO at the time of the assignment. All compensation earned as a result of this one hour premium payment shall not be charged against the Field Training Officer (FTO) on the overtime board.

Effective August 3, 2015, officers who function as a Field Training Officer (FTO) shall receive a premium payment of one and one-half (1½) hour for each eight (8) hour shift, or two (2) hours for each twelve (12) hour shift, the officer is assigned to a probationary officer's field training. Payment will be made at the hourly rate of the FTO at the time of the assignment. All compensation earned as a result of this one hour premium payment shall not be charged against the Field Training Officer (FTO) on the overtime board.

- H. The following overtime policy shall be adopted:
 - 1. Overtime shall be considered to be any hours worked in excess of the regular shift hours, twelve (12) hours per day or eighty (80) hours per bi-week, where the employee is paid time and one-half or receives compensatory time at time and one-half for the hours worked.
 - 2. The officer with the least amount of hours shall be contacted to work the overtime. If two or more officers have an equal amount of hours, then seniority shall prevail.
 - a. A refusal shall be when the officer has refused the overtime or cannot be contacted.
 - b. If an officer has been charged, his/her next eligible overtime will repeat the process in 2(a) above.
 - c. Contact shall mean by phone, or by verbal conversation while the officer is on duty.

A fifteen (15) minute waiting period for a reply will be allowed in the event the officer may not be home. In cases of emergency, the fifteen (15) minute period will be waived.
 - 3. The eligible employee may be contacted as soon as it is determined that overtime is required. If there are eight (8) or less hours before the overtime is to commence and the eligible employee cannot be contacted, or has refused the overtime, then the eligible employee next in line for the overtime shall be called. If the first employee has been called, and has refused the overtime, then the second eligible employee may be contacted outside the eight (8) hours period.
 - 4. All overtime hours, worked or refused, excluding court time, will be charged against the officer; exceptions: (1) the officer retains the right to refuse any overtime in excess of sixteen (16) hours, excluding court time during a one-week work period without being charged a refusal; (2) the officer retains the right to refuse, without being charged a refusal, any overtime that would require the officer to work more than sixteen (16) hours in a twenty-four hour period, including court time.

5. In cases of emergency, overtime assignments of four (4) hours or less, may be filled by a qualified employee already at work rather than call out an employee not on the shift.
6. If overtime is needed for four (4) hours or less at the beginning of a shift, an employee from the previous shift shall be called first. In the event a manpower shortage occurs during the course of a shift, and the overtime involved is four (4) hours or less, an eligible employee from the following shift shall be called first.
7. Employees will not work consecutive midnight and day shifts except in cases of emergency.
8. Employees on furlough will not be considered for overtime except in cases of emergency, when all eligible employees are working, or have had an opportunity to work on an overtime basis. Employees shall not be charged for overtime hours refused while on furlough, unless the overtime hours offered are after the furlough period.
9. Employees on sick leave or funeral leave will not be considered or charged, except in cases of emergency for overtime until 24 hours have elapsed from the start of their time off.

Employees on compensatory time off of four hours or more, sick bonus days or personal leave days, will not be considered or charged, except in cases of emergency, for overtime for eight (8) hours prior to the start of their time off and for eight (8) hours after their time off has elapsed.

10. Employees will be charged on the overtime chart with the amount of hours worked or refused as set forth above.

Any errors of twelve (12) hours or less on call-in time shall be looked upon as an oversight.

Any error(s) regarding overtime if the result of action(s) by members of this bargaining unit shall be resolved within the bargaining unit and the City shall not be responsible nor shall said error(s) or action(s) be subject to the grievance procedure.

11. An officer may be charged only once on the overtime chart in a twelve (12) hour shift.
12. An officer shall not be considered eligible for an overtime detail when such detail overlaps the officer's regularly scheduled hours if another officer is available to work the entire proposed overtime shift.
13. Officers from this bargaining unit who are assigned to the Youth and Investigation Bureau will maintain their own overtime schedule separate from the Road Patrol.
14. After accepting an overtime assignment, any officer who does not complete the specified hours accepted will be charged a refusal for the amount of hours not completed.
15. Upon having exhausted the procedures in the above sections for call-in and overtime and the vacancy continues to exist, an emergency shall be deemed to exist. All officers shall be declared eligible, except as listed below, and the next officer contacted shall be ordered to work. The call-in process shall begin by attempting to contact the officer with the fewest overtime hours. Contact in this section shall be made either face to face, by phone or by radio transmission. Exceptions are officers scheduled:
 - a. For vacation;
 - b. For a personal leave day;
 - c. For funeral leave; or
 - d. Off as ill or injured.

16. Officers assigned to full time duty in any law enforcement agency outside of the department (i.e.: ICE, SEMCO, DRANO, DRAT et al) shall not be included in assignments for overtime within the department unless recalled from the outside agency.

Officers assigned to special details such as SWAT, K9, Dive Team, and other specialized units, shall be paid in compensatory time only (in lieu of overtime pay) for all regular training.

17. If overtime is needed at the end of a shift and all officers who are working have turned down the overtime and it is necessary to order an officer to fill the overtime, the officer lowest in seniority on that shift will be ordered to work.

ARTICLE IX VACATIONS

SECTION 1. REQUIREMENTS

- A. The anniversary date for the computation of credit is understood to be March 1st of each year and runs concurrently through March 1st of the following year. Vacation is earned and calculated from the anniversary date prior to the March 1 on which it is received. This change will not result in a loss of vacation time for any employee covered by this Agreement. Upon termination of employment, vacation benefits will be prorated and paid to date of termination, in an amount not to exceed one (1) year's maximum accrual.
- B. An employee's total earned vacation benefit shall be divided as nearly as possible, into two (2) equal periods, one labeled Summer Vacation Period, and the other labeled Winter Vacation Period.
 1. The Summer Period shall run from May 1st to September 30th.
 2. The Winter Period shall run from October 1st to April 30th.

Employees with three (3) and five (5) weeks vacation time may designate which vacation period - summer or winter - they wish the excess week applied.

In the case of dividing an excess number of vacation days over one-hundred sixty (160) hours, employees shall be allowed to indicate their preference as to which vacation period they wish the excess days applied, or employees may be permitted to take the days individually, providing no overtime is involved.

Employees eligible for one-hundred twenty (120) or more vacation hours may, if no overtime is involved, and with the approval of the Chief of Police, take one (1) day at a time for anything over one-hundred twenty (120) hours.

- C. Vacation schedules shall be posted by March 15th and completed with scheduling by April 15th (summer) and posted by August 15th with completed scheduling by September 15th (winter). Selection of vacations shall be based on rank, then seniority within rank, on each shift. Those who fail to make known their preferred vacation dates by April 1st (summer) and September 1st (winter) must take their vacation during any available time remaining as assigned by the Chief of Police. Vacations shall be Monday through Sunday, inclusive. Employees shall be permitted to select vacations by the week.

- D. In the Road Patrol, only one (1) officer per shift, including Command Lt., shall be allowed off on a scheduled week of vacation at any time. The first officer off on vacation shall be charged straight time for hours taken provided the vacation time was scheduled during the vacation selection process. Requests for a second officer off on vacation may only be considered on a daily basis and will be subject to a total of no more than two (2) officers off on scheduled leave (inclusive of vacation, personal days, and compensatory time) at any time. In the event a second officer is approved to be off on vacation (or other leave time such as personal leave or compensatory time), accrued leave time shall be charged in an amount equivalent to whatever time is required to fill their vacancy (e.g., 12 hours of vacation requires 18 hours to fill (time and one-half for 12 hours). Combination of accrued leave time (e.g., 12 hours vacation plus 6 hours compensatory time) is not allowed unless it is approved in advance by the Chief of Police or designee. The vacation shall be subject to the approval of the Chief of Police.

If there are four (4) or more officers assigned to the Traffic Bureau, two (2) employees may go on vacation. If there are three (3) or fewer employees assigned to the Traffic Bureau, only one officer, including the Command Lieutenant, may take vacation.

The employees from this bargaining unit that are assigned to the Youth and Investigation Bureau will select their vacations within the policy of that bureau.

Employees with vacation picks in excess of two (2) weeks per period will make their choice for the third week only after all other employees on the shift have made their vacation picks.

Employees with less than four (4) weeks vacation per year and wishing to designate two (2) weeks in a vacation period may pick one week after all senior employees have picked their two weeks vacation, and may pick their additional week only after any employee with excess of two weeks per period has made their third choice.

- E. When employees become ill on vacation, they must notify the Chief of Police on the first day of their illness (if physically able to do so), and if seriously ill for five (5) consecutive days, they will be eligible for another assigned vacation period. All reported illnesses must be substantiated by a doctor's certificate and the burden of proof rests with the employee.

SECTION 2.

Schedule of vacation benefits:

1 - 5 years 120 hours

6 - 15 years 160 hours

Beginning with the 16th year, add eight (8) hours each year to a maximum of two-hundred forty (240) hours.

A new employee, on the first anniversary of the date of hire, will be entitled to one-hundred twenty (120) hours vacation at the employee's regular hourly or weekly rate of pay. The scheduling of these days must have the approval of the Chief of Police and must be taken before the next May 1.

All employees with one (1) through four (4) years of continuous employment prior to March 1 during their second through fifth year of service shall be entitled to one-hundred twenty (120) hours of paid vacation on March 1 at their regular hourly or weekly rate of pay.

All employees with five (5) through fourteen (14) years of continuous employment prior to March 1 during their sixth through fifteenth year of service shall be entitled to one-hundred sixty (160) hours of paid vacation on March 1 at their regular hourly or weekly rate of pay. Each March thereafter, eight (8) additional vacation hours will be granted on March 1 for each year of additional service completed prior to March 1, up to a maximum of two-hundred forty (240) hours vacation.

ARTICLE X
LEAVE – SICK, FUNERAL, AND PERSONAL DAYS

SECTION 1. SICK LEAVE

Sick leave shall mean any hours not worked as a result of illness. Sick leave will be charged in increments of fifteen (15) minutes.

Employees shall accrue ninety-six (96) hours of sick leave per year. Sick leave will be prorated and credited at the rate of 3.69 hours as earned each payroll cycle.

SECTION 2. PERSONAL LEAVE TIME

- A. All employees covered under this contract will receive thirty-two (32) hours of personal leave time on March 1st of each year.
- B. If an employee uses twenty-four (24) hours or less of sick leave in the prior one year period, the employee shall be credited with twenty-four (24) hours of bonus personal leave time on March 1st of each qualifying year.

If an employee uses zero (0) hours of sick leave in the prior one year period, the employee shall be credited with an additional twelve (12) hours of bonus personal leave time on March 1st of each qualifying year, for a total of thirty-six (36) hours of bonus personal leave time.

The annual calculation of sick leave used to determine eligibility for bonus personal leave time shall be from the first day of March to the last day of February of the prior year. Bonus personal leave time earned under this sub-section is not subject to proration, nor is it paid out, at time of separation.

- C. All personal leave time, including bonus personal leave time, may be used at the discretion of the employee, subject to minimum shift complement.
- D. Personal Leave Time is subject to proration at time of hire and separation. Proration does not apply to any bonus Personal Leave Time earned under Section 2, B, above.

SECTION 3. USE OF SICK TIME

In accordance with Section 1 of this Article, all employees shall earn up to ninety-six (96) hours of sick leave per year. All employees who are off due to sickness more than forty (40) hours shall present a doctor's certificate to their department head upon their return to work at the request of the department head. If the employee presents a doctor's certificate for any of the first forty (40) hours, those hours that are certified will not be counted in the computation.

SECTION 4. USE OF SICK TIME - FAMILY ILLNESSES

- A. Sick leave may also be charged in the case of illness in the employee's immediate family, including spouse, children and parents (biological parents or an individual who stands or stood in loco parentis to an employee when the employee was a child, not including parents-in-law). All employees, regardless of marital status, will be entitled to utilize sick time for family illnesses in the employee's immediate family as defined above. Under no circumstances will employees be entitled to utilize sick time for family illness unless it is for the legitimate purpose of providing care for that employee's spouse, children or parents in the case of their illness. The employee must notify the command officer in charge at least fifteen (15) minutes prior to the start of the shift when (s)he is unable to report to work because of family illness. Failure to report said absence from the first day of illness before the proper time shall be considered an unexcused absence and will be deducted from salary.

- B. Validation of illness in the employee's immediate family will be necessary as determined by the following:
1. Seriousness of the illness reported
 2. Length of illness period
 3. Frequency of illnesses

Any or all of the foregoing may be considered necessary to require proof of illness and/or sufficient reason before approval of sick pay benefits.

- C. Notwithstanding approved leave as permitted by the Family and Medical Leave Act, the length of time chargeable to sick leave due to illness in the employee's immediate family as permitted in Section 5.A, and validated in Section 5.B, shall not exceed forty (40) hours within a twelve month period, (March 1, to March 1, of each year) without prior approval of the Chief and submission of said approval to the city administration.

In the case of a request for a paternity leave of absence made under the FMLA, an employee may substitute up to forty (40) hours as paid leave. In the case of a validated medical complication that requires extended time off work (i.e., hospitalization of mother and/or baby due to a medical condition), an employee may request the substitution of additional sick days. Approval of such extended leave requests shall be at the sole discretion of the City. Consistent with the FMLA, this provision shall not prevent the employee from substituting other eligible leave time in lieu of sick time.

SECTION 5. ABUSE OF SICK TIME

If there is reason to believe that sick leave is being abused or misused it shall be investigated by the Chief of Police and the results of such investigation shall be reported to the City Administrator.

If the Chief of Police and the City Administrator shall find that an employee is abusing or misusing sick leave, such an employee shall be subject to the disciplinary procedures.

SECTION 6. FUNERAL LEAVE

Employees shall be given necessary time off with pay to make preparations for and attending the funeral and burial of an immediate member of the family. An immediate member of the family for this purpose shall be deemed to be husband, wife, parent or parent-in-law, child, grandparents or grandparents-in-law, brother, sister, brother-in-law, sister-in-law. The City Administrator shall determine the amount of time that an employee will be given off to make any arrangements pertaining to the above stipulated funeral and burial time.

Personal leave days or compensatory leave will be granted to employees for attendance at funeral services for a person not specified above when a close personal relationship is shown by documentation and/or approved written request.

SECTION 7. ACCUMULATION OF SICK LEAVE CREDITS

- A. Accumulated sick leave credits shall be carried forward with unlimited accumulation.

Upon departure from the Department, employees shall receive compensation in the sum of equivalent one-half (1/2) of his/her accumulated sick leave credits up to one-thousand two-hundred (1,200) hours (i.e., maximum 600 hours pay) at his/her prevailing hourly rate. There shall be no payout of accumulated but unused sick time for any new hire employee who is terminated for failure to make probation.

- B. In the event of death of any employee, the employee's beneficiary(ies) or estate shall receive remuneration for all unused and accumulated sick days at a rate of sixty-five (65) percent times his/her current daily rate or fraction thereof.

- C. Any employee reaching 1,800 hours of sick leave time in their sick leave bank may elect to receive payment or place such payment in his/her deferred compensation program for the amount of sick leave allowed in Section 7, A, above, subject to the following payment provisions:
1. Such selection shall be made on or before April 1st of the year in which the employee's sick bank as of March 1st reaches or exceeds 1,800 hours.
 2. Compensation in the sum equivalent to one-half (1/2) of 240 sick leave hours at the employee's prevailing hourly rate will be made in each of the next five (5) years following the employee's selection of this payment.
 3. The employee's total payments shall not exceed the total allowable in Section 7, A, above throughout the employee's employment with the City of Trenton.
 4. The payment method selected will be made on or before August 15th of each year.
 5. This sick leave premium payment will not be included in the final average compensation (FAC) for retirement purposes.
 6. In the event that an employee elects to exercise this payment option, but retires or otherwise separates employment prior to receiving the payments for all five (5) years, the remaining unused sick leave balance shall be paid according to the total allowable limits per Section 7, A, above.
 7. In the event that an employee does not elect to exercise this payment option, the employee shall receive compensation according to the provisions of Section 7, A, above upon retirement or separation of employment.

SECTION 8. PREGNANCY

Pregnant employees shall be covered by contract language regarding sick time and in accordance with applicable state and federal legislation.

ARTICLE XI PHYSICAL INCAPACITATION

SECTION 1. METHOD OF PAYMENT

An employee unable to work because of an injury or disease sustained on the job in the direct line of duty shall receive full pay for two (2) years with his or her workers compensation checks for this period being turned into the City. It is understood this full payment will be made for the original and not reoccurring injuries. A different injury would be covered by an additional full two (2) year payment.

SECTION 2. FRINGE BENEFITS

During the initial four (4) month period beginning from the date of injury, the employee will accumulate all present fringes. For the duration of the two (2) year period, the employee will be considered an employee on extended medical leave and will not accumulate sick or vacation days. The employee will not be paid for holidays and personal days, nor will he/she receive cleaning or clothing allowance. Longevity pay will be paid only for the year in which the employee was injured. If disability is of a long duration, longevity will be paid for the year in which the employee is injured and the year in which he or she returns to work, but no payments will be made in between.

It is understood that there will be no loss of seniority during the disability. Upon return to work employees will receive in the next year the vacation and longevity pay according to their length of employment with the City.

Personal Days, holidays and vacation days that employees have earned prior to the injury will be paid to them prior to the end of the two (2) year period following the injury if employees so elect.

Accumulated sick days will be "banked" until the employee returns to work. They are not to be used during any period in which the employee received workers compensation.

In the case of injury or illness for which employees are eligible for work-disability benefits under the Michigan Workers Compensation Law, employees may elect a salary payment which, with their work-disability payment, equals their regular net salary (gross pay less social security, Federal and State tax and retirement deductions). The total hours necessary to equal this payment will be charged against their sick time accumulation for each pay period employees receive this additional payment.

The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this Agreement for the duration of the employee's disability or until such time that the employee is entitled to (1) complete disability pension; or (2) Medicare and Medicaid, not inconsistent with any other articles of this contract.

SECTION 3. REPORTING

Employees at their own expense shall report at least once per week to the Chief of Police regarding their physical condition and any major developments which may occur. This will assure Management the opportunity to properly schedule work in its respective operation. If the employee fails to report in accordance with this section, for those weeks' periods wherein the employee fails to report, the employee shall receive only the workers compensation benefit payment with no additional funding from the City.

ARTICLE XII NON-OCCUPATIONAL INJURY OF ILLNESS INCLUDING PREGNANCY AND MATERNITY LEAVE

SECTION 1.

An employee unable to work because of non-compensable injury, illness or pregnancy will use the accrued personal days, earned vacation days and sick days available at the start of his/her injury, illness or pregnancy leave. The employee will then be classified as an inactive employee on extended medical leave of absence and shall accrue no vacation, sick days, personal days, longevity, etc.

The City will continue payments on Life, Health, Dental and Optical Insurance in the manner specified in this Agreement for such an inactive employee for a twelve-month (12) period starting from the day on which all accrued sick days, personal days, vacation days, and compensatory time are used up.

SECTION 2.

Any employee unable to perform the normal major duties of his/her position, as the result of an injury, illness or pregnancy, shall, if possible, be placed in a classified position that he/she is capable of performing within the department. If no such job is available, the City will attempt to place the employee in a vacancy within the City. In any case, the rate of pay of such assigned employee shall be that of the job classification to which he/she is assigned. It is not the intent that such an employee will be up-graded to a higher paying classification than previously held.

SECTION 3. PREGNANCY LEAVE POLICY

- A. When an employee becomes pregnant, she may request a voluntary leave of absence subject to the provisions of Section 1. Within the first three (3) months of pregnancy, and at the beginning of each month that the employee wishes to work past her fifth (5th) month of pregnancy, the employee shall furnish the city with a certificate from her physician stating that she may continue working without restrictions and affixing the last date it is medically safe for the employee to work in her position, prior to delivery. A leave of absence will be granted, effective on the date recommended by the employee's physician and an employee will be reinstated to her former or a comparable position if, she has been in full compliance with each of the requirements outlined herein.

Notwithstanding this policy, if during the time the expectant employee continues to work, she is unable to work regularly, or to perform her duties and responsibilities satisfactorily, the city reserves the right to invoke the provision of Section 2 of this article.

- B. It is the employee's responsibility to contact her supervisor as soon as practical after termination of pregnancy to advise the city of her determination as to whether or not she will be returning to work. If a written request to be reinstated within 90 days of the completion of pregnancy, is not filed with the city within forty-five (45) days after completion of pregnancy, employee will be considered to have resigned.

If medical complications arise, the employee's return date may be delayed by no more than an additional ninety (90) days, upon written confirmation by the treating physician. Such confirmation must be submitted to the city prior to the expiration of the initial ninety (90) days following the completion of pregnancy. Any return to work must be accompanied by a physician's statement indicating a return can be made without restrictions.

ARTICLE XIII JURY DUTY

An employee who serves on jury duty shall be carried as if the employee was working. The employee will be paid the difference between the pay for jury duty and his/her regular pay.

ARTICLE XIV INSURANCE & FUNERAL BENEFITS

SECTION 1. LIFE INSURANCE

- A. Each employee covered by this contract will be furnished group life insurance with the addition of an accidental death and dismemberment rider to the nearest One Thousand Dollars (\$1,000) of the employee's first fifty thousand dollars (\$50,000) of base salary, fully paid by the City through the City's group insurance. The employee may elect supplemental insurance coverage through the City's group insurance carrier subject to the plan's provisions, but the additional cost must be paid by the employee.
- B. Retirees with an effective date of retirement after July 1, 2008, shall be provided with life insurance in the amount of Ten Thousand Dollars (\$10,000.00).

SECTION 2. HEALTH INSURANCE

- A.
 - 1. Employees shall be notified in advance of any contemplated change in the carrier of the City's Hospitalization insurance.
 - 2. Employees shall be provided with Community Blue PPO, Option 3, with a \$20 office visit and chiropractic co-pay, no annual maximum on covered preventative care services provided In-Network, or equivalent coverage through another carrier. (Benefit Summary is provided as Appendix A).
 - 3. The drug co-pay per prescription is \$10 generic, \$30 brand name. A mail order program providing up to a 100 unit dose supply of maintenance drugs will be provided subject to a co-pay of \$20 generic, \$60 brand name.

Effective January 1, 2016, the prescription drug co-pay per prescription shall be \$10 generic, \$30 preferred brand name, \$50 for non-formulary and specialty drugs. A mail order program shall provide up to a 90 day supply of a maintenance drug at the cost of two (2) co-pays (currently \$20.00 generic, \$60.00 brand name, and if applicable, \$100.00 for non-formulary and specialty drugs).

4. The City shall provide medical and prescription drug insurance subject to monthly premium sharing by each employee in the amount of 20% of the illustrative rate for single, two person, or family coverage elected by the employee.
5. The City agrees to offer voluntary, pre-tax, funding options in compliance with the IRS Code (e.g., Section 125, Flexible Spending, Premium Only Plans).

- B. Effective July 1, 2002, retiree health insurance and prescription drug benefits shall mirror those provided to active employees. Plans offered and benefit levels, co-pays and deductibles shall be subject to modification through collective bargaining. Benefits will also require the same premium contributions as those made by active employees (if applicable). A minimum of ninety (90) days advance notification will be provided before any changes in benefits will be implemented.

Eligible retirees are responsible for, and required to pay the full cost of, any coverage through Medicare for which they are eligible. Any Medicare premium amount a Retiree and eligible spouse (if applicable) are responsible for paying shall be offset against the total premium sharing amount owed to the City.

All retirees shall also be provided with the same benefits as mentioned above. This coverage will be for the retired employees, their spouses and minor dependent children. This will continue for a widow or widower of a retiree until such time as he/she remarries. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement health insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon health insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for health insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the health insurance with the other employer is terminated the retiree may immediately re-enroll on the City health insurance coverage without cost or penalty to the retiree. This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

Effective for all employees hired after July 1, 2016, employees shall no longer be entitled to retiree health care at any cost to the City. Retiree Health Savings Accounts (RHSA's) shall be established for all new hires after July 1, 2016, and will be funded with a mandatory employee contribution of 2.0% of base wage, to be matched with a City contribution of 2.0% of base wage. RHSA contributions, roll-overs and disbursements must comply with applicable IRS standards.

- C. The City shall provide to active employees the family Continuation Rider for children as set forth by the blue Cross/Blue Shield regulations. Each July 1 and January the City will require a status report to verify continued eligibility of this rider.

- D. Employees who are eligible to be covered by health insurance through their spouse's employer, or elsewhere, may elect to drop the City's coverage and receive a deferred cash benefit of \$250.00 per month, payable on a bi-weekly basis, which will be paid in cash or deposited in a deferred income account in the name of the employee. If such an election is made and the employee's eligibility for the alternative coverage ceases, the employee may immediately re-enroll into the City's health insurance plan then available. This program is referred to as the City of Trenton Premium Conversation Plan. Amounts received by participants in this plan are not included as compensation for pension purposes.
- E. Employees who are married to other City employees may not enroll in City-provided Hospitalization Insurance under both their name and their spouse's name as the subscriber. The employee shall receive the opt-out payment described in sub-section D of this Article if his/her spouse enrolls as the subscriber; if the employee enrolls as the subscriber, his/her spouse will be entitled to any opt-out payment as may be provided under the applicable collective bargaining agreement or policy.

SECTION 3. DENTAL

The City shall provide and pay the full cost of the Delta Dental full family dental insurance program as set forth in the insurance policy Plan B, covering all maintenance procedures to eighty percent (80%) of reasonable and customary care.

	<u>DPO Member Dentist Delta Dental Pays</u>	<u>Non-Participating Dentist Delta Dental Pays</u>
Class I Benefits		
Diagnostic Services	100%	80%
Preventative Services	100%	80%
Emergency Palliative Services	100%	100%
Class II Benefits		
Radiographs	80%	80%
Oral Surgery	80%	80%
Minor Restorative Services	80%	80%
Periodontics	80%	80%
Endodontics	80%	80%
Class III Benefits		
Prosthodontics	75%	75%
Major Restorative Services	75%	75%
Class IV Benefits		
Orthodontics (to age 19)	50%	50%

Deductible Limitations – None

Maximum payment – \$1,000.00 per person total per calendar year for Class I, Class II and Class III Benefits. Delta Dental's payment for Class IV benefits will not exceed a lifetime maximum of \$1,000.00 per eligible person.

SECTION 4. OPTICAL

The City shall provide the full cost of the full family plan allowing for full vision care subject to a Ten dollar (\$10.00) deductible at all participating optometrists.

SECTION 5. LAY-OFF

The City shall provide health and prescription drug insurance benefits for up to sixty (60) days after an employee is laid off from the City of Trenton, or until such time as the employee is otherwise eligible for insurance benefits, whichever is sooner. Such coverage will be equivalent to that provided to active employees, and subject to the same deductibles, co-pays and premium sharing.

SECTION 6. RETIREES

Subject to the eligibility criteria described in the Section, all employees who retire after July 1, 2002, will be provided with dental (minus orthodontia) and optical insurance described in this Section. However, the level of coverage after June 30, 2005, shall be identical to that provided to employees who retire after June 30, 2005.

Effective July 1, 1985, the City shall provide dental and optical insurance for all new retirees, their spouse, and minor dependent children of the retiree until the retiree reaches age 60. Effective July 1, 1996, the City shall provide dental and optical insurance for all new retirees, their spouse, and minor dependent children of the retiree until the retiree reaches age 65. Effective for employees hired after January 1, 1996, the City will pay the cost of the employee's retirement dental and optical insurance, including spouse at the time of retirement (benefit will cease for the spouse in the event of divorce), and continuing for dependent children based upon dental and optical insurance program eligibility, as follows:

If at the time of retirement the employee's age is at least 55 years and the employee has service years solely with the City of Trenton equal to a minimum of 20 years, the City's obligation to provide for dental and optical insurance will be continued for the employee and/or spouse. In the event of the death of the retiree, the City's obligation for the cost of this benefit will be continued for the retiree's spouse until their death or remarriage. The City's obligation for the cost of this benefit will be suspended if the retiree or the retiree's spouse is eligible for health insurance benefits from other employment or through a spouse's employment after the employee's retirement from the City. If at any time the dental and optical insurance with the other employer is terminated the retiree may immediately re-enroll on the City dental and optical coverage without cost or penalty to the retiree.

This benefit will not be available to those employees who terminate employment prior to retirement from the City, regardless of having a vested interest in the City's retirement system.

SECTION 7.

Effective July 1, 1985 the City shall continue for the surviving spouse and for any minor dependent children of a deceased employee who was not eligible for a pension the same hospital, dental and optical insurance policies. Such coverage shall cease after five (5) years, or earlier upon remarriage of the surviving spouse. This coverage is not available if the surviving spouse or children are eligible for the respective insurance coverage elsewhere.

SECTION 8. FUNERAL BENEFITS

Burial expenses up to and including a maximum of Seven Thousand Five Hundred Dollars (\$7,500) will be covered by the City of Trenton for any employee killed while on the job or in the line of duty or as a direct result of an injury sustained on the job or in the line of duty. Any burial monies received from any other benefit agency, i.e., Social Security, Workers Compensation, Veterans Benefits, will be utilized for the expenses first, and then the City will pay the difference upon presentation of paid and accredited bills.

SECTION 9. EFFECTIVE DATE

The effective date of all insurance policies shall be the next eligible enrollment date after the ratification of this contract by the Union and the City. Any increases in the cost of insurance shall be paid by the City.

SECTION 10.

The parties will establish a joint Union - Management Health Care Oversight Committee. There shall be two (2) Management representatives and two (2) representatives from the Union on the four (4) person committee. The purpose of the committee will be to research, investigate, and make recommendations to the parties as to possible health care cost containment programs in an effort to reduce health care costs.

The Union and City mutually agree to meet and explore alternate insurance coverage and providers in an effort to control future costs for both the City and affected employees.

SECTION 11.

In the event a carrier eliminates one of the health care plan(s) set forth in this Article above or a plan(s) will be subject to the Cadillac Tax under the Affordable Care Act or other similar state or federal law or regulation (hereafter collectively "the Cadillac Tax"), the City will give notice to the Union for the purpose of reviewing and discussing options. If the parties are able to reach agreement on an option that avoids the Cadillac Tax, that option shall be implemented. If agreement between the parties is not reached, the City shall implement the most comparable standard plan that does not result in a cost increase to the City to replace the plan(s) that are being eliminated or that will be subject to the Cadillac Tax.

ARTICLE XV ALLOWANCES

SECTION 1. UNIFORM ALLOWANCE

A quarter master account shall be established for each employee. Employees shall be eligible for reimbursement from their quarter master account for all approved uniform expenses up to \$600.00 per fiscal year (July 1 to June 30).

SECTION 2. CITY LIVING BONUS

Effective July 1, 2015, employees who reside within the Trenton City Limits shall be eligible to receive a Trenton City Living Bonus in the amount of \$1,000.00. Such payment is subject to proration and shall be made in arrears on June 30, 2016; June 30, 2017; and June 30, 2018. This bonus shall sunset on June 30, 2018, unless mutually extended by the City and Union.

ARTICLE XVI HOLIDAYS

SECTION 1.

Holidays with pay at regular rate shall be New Years Day, Washington's Birthday, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, Veteran's Day, Good Friday, Martin Luther King's Birthday, National Peace Officers Memorial Day, and Easter Sunday, payable in one lump sum between July 1st and July 15th. This lump sum payment shall be in an amount equal to 104 hours (equivalent to 13 holidays multiplied by 8 hours each) at the officers regular rate of pay.

New hires are not eligible to receive the lump sum holiday payment until such time as they complete their probationary period. In lieu of such payment, probationary employees will be compensated at the rate of double time and one-half (2 ½) for actual hours worked on a holiday.

SECTION 2.

Should any of the above holidays fall on an employee's regular leave day, he/she shall receive the holiday pay at the regular rate.

SECTION 3.

Employees required to work on holidays as part of their regular shift, shall be compensated at the rate of time and one-half the hourly rate of the regular shift of the position worked.

SECTION 4.

Employees called in to work an overtime shift on a holiday shall be compensated at the rate of double the hourly rate of the regular shift of the position worked.

SECTION 5.

When a conflict exists between a traditional holiday date and the legal holiday date, the traditional date shall prevail except in the Detective Bureau where the legal (Monday) date shall prevail.

**ARTICLE XVII
CALL – IN TIME**

Employees called back to work after they have completed their work day or if called back on their regular day off, will receive time and one-half, for all hours worked, but not less than three (3) hours minimum at time and one-half, providing it is not contiguous to their regular work schedule.

- A. Employees notified of a change from their weekly schedule as posted, excluding emergencies, shall be notified twenty-four (24) hours in advance of the time they are to report for work. In cases other than emergencies, the employee shall receive time and one-half for the hours worked on the first day of the changed schedule. Time and one-half shall generally apply for either eight (8) or twelve (12) hours, depending on the new schedule to which the employee is changed.
- B. Work schedules shall be posted one week in advance.
- C. If an employee's schedule is changed for the purpose of attending any type of training, the employee will not receive the additional compensation for the schedule change provided in Section A.
- D. If an employee's schedule is changed as a result of the employee's request or because the employee was promoted in rank, the employee will not receive the additional compensation for the schedule change provided in Section A.
- E. During the period of time that a probationary employee is involved in the field training officer program, the employee will not receive the additional compensation for any schedule changes provided in Section A.

**ARTICLE XVIII
COURT TIME**

Employees subpoenaed or scheduled to any court or administrative agency shall receive straight time pay if during their regular scheduled work hours. If subpoenaed or scheduled to appear during hours in which they would normally be off, they shall be compensated at the rate of time and one-half, for all hours worked. The employee will receive not less than three (3) hours at time and one-half when attendance is required at District Court or four (4) hours at time and one-half when attendance is required at Circuit Court provided such hours worked are not contiguous to the employee's regular work. This pertains only to court or administrative agency actions pertaining to the employee's functions of his/her position as a result of actions while performing his/her duty.

Transportation (unless provided by the city), a lunch allowance of twelve (\$12.00) dollars and other approved expenses shall be reimbursed to the employee by the City when required to appear and such appearance is beyond the jurisdictional limits of the 33rd District Court and is beyond the noon hour. If such appearance requires the employee to be housed outside of the city of Trenton, then the allowance for meals will be limited to twenty four (\$24.00) Dollars per diem. When an employee is scheduled to appear in court, the trading of days or shifts will not be permitted.

**ARTICLE XIX
LONGEVITY**

Any employee with five (5) years of continuous service shall receive three hundred dollars (\$300.00) and an additional fifty dollars (\$50.00) for each year of service thereafter without limitation. After ten (10) years of continuous service, an employee shall receive seven hundred and fifty dollars (\$750.00) and an additional fifty dollars (\$50.00) for each year of service thereafter without limitation. Longevity will be payable on the payroll cycle following the employee's anniversary date.

Effective July 1, 2012, new hires after this date are not eligible for Longevity Pay.

**ARTICLE XX
SHIFT DIFFERENTIAL**

SECTION 1.

Shift differential will be paid on the employees' hours. Employees working the midnight shift (7:00 p.m. to 7:00 a.m.) shall be paid fifty cents (\$0.50) per hour.

SECTION 2.

Any member of the Trenton Police Department covered by this contract shall receive the shift differential applicable for working hours prior to or beyond the member's regular shift. Any alternative shift shall receive the shift differential applicable for the hours during the midnight shift (7:00 p.m. to 7:00 a.m.).

**ARTICLE XXI
SENIORITY AND PROMOTIONS – LAYOFFS**

SECTION 1.

All temporary vacancies which are filled in the department shall be filled by seniority. The City shall have the prerogative to determine whether or not a permanent vacancy is to be filled.

SECTION 2.

In the event of a permanent vacancy in the rank of Corporal, the most senior qualified Patrol Officer shall advance to the rank of Corporal. Senior qualified shall be determined as follows:

- A. Seniority is determined by departmental date of hire, subject to adjustment for absences which result in the loss of seniority.
- B. Qualified is determined by:
 - 1. No suspension without pay served within one (1) year of the promotional opportunity.
 - 2. Qualified will also be determined by an employee successfully completing/passing all internal and external department mandated training sessions. Such training requirement will consist of a minimum of forty (40) hours and be based on each respective position. A committee consisting of the Chief of Police, Human Resources Director, and two (2) representatives of the Union will determine agreeable training requirements for each position.

If an employee is the most senior eligible for promotion, but has not been provided an opportunity by the City to attend the mandatory training, he or she shall be allowed one (1) year from the date of promotion to successfully complete said training. Failure to comply with or successfully complete this requirement will result in the employee returning to his or her previously held rank without loss of seniority. If the employee subsequently fulfills said training requirements, he or she would again be eligible for promotion when the next vacancy occurs.

In the event of a permanent vacancy in the rank of Sergeant and the City determines to fill that vacancy, Article XXI, Section 8, shall apply to that promotional process, except for the Eligibility section. The test must be job-related to the position of Sergeant providing law enforcement services in a suburban police department. Eligibility shall be as follows:

- 1. The candidate shall be a Corporal or Patrol Officer with at least eight (8) years or service at the time the administration sets the designated expiration time and date for eligible officers to announce their candidacy for Sergeant.
- 2. The number of candidates is required to be at least seven (7) Corporals or Patrol Officers with at least eight (8) years of seniority.

3. In the event there are not seven (7) Corporals and Patrol Officers with at least eight (8) years seniority desiring to vie for and complete the entire promotional procedure, Patrol Officers with less than eight (8) years seniority will be allowed, in order of seniority, to become eligible until seven (7) eligible candidates are identified.

SECTION 3.

The senior qualified officer shall advance to the next higher rank within this bargaining unit. The officer shall be entitled to a fair trial period not to exceed six (6) months on the job, provided the officer has successfully passed his/her external and internal training courses, and has a satisfactory personnel record. If within that period of time said officer is found to be incapable of handling said work, the officer shall return to the job he/she vacated prior to his/her advance to the higher rank subject to a right to grieve.

When the officer returns to his/her former position, there will be no loss of seniority rights. All advancements and/or monies resulting from the officer's initial advancement and subsequent moves and/or advancements shall be cancelled.

SECTION 4.

Movement of personnel between divisions or departments will be allowable, seniority prevailing, and upon the approval of the Chief of Police.

SECTION 5.

Movement of personnel between divisions shall be lateral movement or by a promotional procedure, consistent with existing ordinances and revisions of this contract.

SECTION 6.

All layoffs shall be in reverse order of seniority in classification. A laid off employee may bump an employee in a lower rank who has less departmental seniority. Employees who are laid off and who bump to a lower classification shall be recalled to the higher classification prior to the City filling a vacancy in that classification. All recalls shall be in order of seniority in classification. Nothing in this paragraph shall be construed to require the City to recall an employee to a higher classification before filling a vacancy in a lower rank. An employee who is laid off and unable to bump shall retain recall rights for two (2) years or the length of his/her seniority, whichever is less.

An employee shall be notified of a recall by certified mail to his/her last known residence. An employee who does not return to work within one (1) week of a recall shall forfeit his/her seniority, unless an extension in writing is granted by the Chief of Police.

SECTION 7.

If any member of this bargaining unit is promoted to an appointed position, and is not reappointed, he may return to his previously held rank.

SECTION 8. COMMAND LIEUTENANT PROMOTION PROCEDURE (formerly APPENDIX A)

The following criteria will be used for promotion to Command Lieutenant:

1. **SENIORITY**

One (1) Point for each complete year of service with no maximum. The total number will be figured by this equation: the officer's month of hire plus 12 months for each year divided by 12.

Example: If an officer has 11 years and 4 months of service on the date of calculation, he or she would be credited with 11.33 points

no
limit

2. **WRITTEN EVALUATION**

A candidate must achieve a score of at least 65% to be considered as a promotional candidate. If a minimum score of 65% is achieved, then each correct answer for the 100 questions on the test will be given credit of ¼ point. The maximum score attainable will be 25 points.

25

3. PERFORMANCE EVALUATION

The total points attainable in the Performance Evaluation will be twenty-five (25) points. The evaluations will be completed by four (4) ranking officers of the Police Department: Two Administrators (Police Chief and Director of Police and Fire Services) and two Command Lieutenants. Each evaluator will rate the candidates in five (5) categories from 0 to 5, with 5 being the highest and 0 being the lowest. The totals will be tallied by one Administrator and one Union Representative. The total points will be divided by four (4) to receive a raw score with a maximum of 25 points.

25

Five Categories Evaluated:

1. Attitude of Officer
2. Self-Initiated Field Activity
3. Response to Supervision
4. Leadership Potential
5. Practical Judgment

ELIGIBILITY:

The candidate shall be a Sergeant at the time the administration sets the designated expiration time and date for eligible officers to announce their candidacy for Command Lieutenant.

WRITTEN EVALUATION:

1. The written portion of the promotional procedure will consist of a validated test which will be authored and administered by an independent testing organization that has expertise in creating such tests. The test must be job-related to the position of Lieutenant providing law enforcement services in a suburban police department. The test must be internally valid and non-discriminatory. Sixty-five (65%) percent is the minimum passing score to proceed further into the promotion procedure.
2. Bibliographies and resources to prepare for the examination will be made available to each eligible candidate at least one-hundred twenty (120) calendar days in advance of the written evaluation date at the Police Department and the Trenton Library or other local Libraries.
3. One (1) union representative (other than a candidate) of the Sergeants, Corporals and Patrol Officers Union will be allowed to be present in the designated written examination room while candidates perform the written portion of the promotional procedure.
4. Upon completion of the written examination, signed candidates' answer sheets (not scored) will be placed in an envelope and then sealed. Only after each candidate has been awarded seniority and performance points, will the written evaluations be removed from the sealed envelope and scored by the testing organization.
5. Should an emergency occur and a candidate is unable to take the written examination as scheduled, it is the only reason for another opportunity to take it. An emergency would be a confirmed hospitalization or death of a family member or a documented statement from a physician stating the candidate is under doctor's care and not able to take the written examination. In the event an emergency is documented, the written examination must be taken by the candidate within two (2) weeks of the originally scheduled written examination date or the candidate becomes ineligible to proceed any further in the promotional process.
6. Upon their request, candidates shall be apprised of their individual written examination scores. This will be done in a confidential manner between a police department administrator and the candidate.

7. Upon their request, candidates who received a passing score on the prior promotional exam may elect to carryover that same passing score for the next testing cycle. Candidates must take and pass the written examination at least every other testing cycle.
8. In the event an officer elects to take the written examination despite being eligible to waive it by carrying over their passing score from the immediately prior testing cycle:
 - a. The officer must receive a minimum passing score of sixty-five percent (65%) to remain eligible to proceed further in the promotional process. Failure to receive a passing score on the current written examination shall disqualify an officer from the promotional process regardless of their prior test scores.
 - b. If an officer receives a higher passing score on the current written examination, the higher passing score shall apply and the previous passing score shall be discarded.
 - c. If an officer receives a lower passing score on the current written examination than on the prior written examination, the higher passing score shall be applied to the current promotional process. The lower passing score from the current written test shall not be discarded, however, as it shall be the only passing score eligible to be carried over for the next testing cycle.
9. Whether a candidate takes and passes the current written examination or elects to carryover a passing score shall have no impact on the other promotional criteria. Points for Seniority and Performance Evaluation shall be updated and applied with each promotional process.

PERFORMANCE EVALUATION:

1. Each candidate will be evaluated by two (2) Trenton Police Department Command Lieutenants and the Police Chief and Director of Police and Fire Services.
2. In making the evaluation, the two Command Lieutenants and the Police Chief and Director of Police and Fire Services will utilize the department's "Performance Evaluation Form for Promotion to Command Lieutenant". Each candidate's personnel file will be reviewed by the two Command Lieutenants and the Police Chief and Director of Police and Fire Services, and shall be considered along with their personal observation of each candidate's job performance in their current rank and their suitability for a position as a Command Lieutenant, for this stage of the procedure.
3. The Police Chief will place the signed and completed evaluations into an envelope which will be sealed. Tallying of the evaluations will take place prior to the scoring of the written examinations. One (1) MAP union representative and administrative representative will tally the evaluations and will record the score for each candidate.
4. Any rating selections of "0" (not acceptable) or "1" (needs improvement) must be explained in writing on the reverse side of the evaluation form.

PROMOTIONAL LIST:

1. Candidates will be placed on a promotion list in the order of total points compiled, with candidate totaling the most points in the promotion procedure first on the list. The list will be in effect for two (2) years from the effective date of the list or until the list is exhausted of candidates, whichever occurs first. In order for a candidate with less seniority to place higher on the promotion list than a candidate with more seniority, the candidate with lesser seniority must score a minimum of one (1) point higher in total promotional points than the more senior candidate that would be surpassed.
2. The promotional procedure will begin each even numbered year after February 1st and the list will be effective on May 1st of that promotional procedure year.

3. In the event a promotional list is exhausted of candidates prior to the expiration of the list, it is the discretion of the police department administration to either wait until the next promotional procedure period or formulate a new list that will carry until the next scheduled promotional period date.
4. Candidates on the Command Lieutenant promotion list can be removed from the list by way of disciplinary action by police department administration. Disciplinary action more severe than letters of reprimand, would be cause for removal from the promotion list.
5. Voluntary reduction in rank of those officers while on the promotion list, is also cause for removal from the promotion list.
6. If a candidate on the promotional list passes on the opportunity to accept a promotion to Command Lieutenant, the candidate does not lose standing on the list for subsequent promotions.

ARTICLE XXII HEALTH AND SAFETY

SECTION 1. RESPONSIBILITY

It shall be the mutual responsibility of the City and all its employees to enjoin themselves in the humanitarian goal of preventing human suffering through accidents, injuries and unhealthy working conditions. Both parties to this contract will endeavor to mutually and cooperatively enforce the safety rules and regulations that will be so set forth by OSHA and MIOSHA, and those set forth by the Joint Safety Committee. A representative of the Association may be designated by the Association as a representative on the Joint Safety Committee. Committee members serve at no extra compensation to the City.

SECTION 2.

When a complaint arises regarding imminent health or safety conditions the first step of the grievance procedure in this contract shall be waived. The safety representative for the Association, the Chief of Police, and the City's representative on grievance matters will meet within a reasonable length of time (not to exceed seven (7) days after receiving the complaint) to discuss the settlement of the health or safety complaint. Should the complaint not be settled, and it is agreed that additional meetings would be fruitless, Section 3 of the Grievance Procedure shall be implemented. The intent of waiving portions of the grievance procedure is to expedite and resolve all complaints regarding health or safety.

SECTION 3. PATROL VEHICLES

- A. **Hazardous Condition of Vehicles:** The Road Sergeant may determine that a vehicle is considered hazardous to drive, should a malfunction or unsafe condition arise with a vehicle. Causes such as malfunctioning brakes, steering, transmission, etc., would be sufficient enough reason to remove the vehicle from service until it is repaired. Malfunctions that would not endanger the officers' safety, such as inoperable air conditioning, spotlights, etc., would not be cause for the vehicle's removal from service.

The Road Sergeant will be responsible for his/her decision to remove a vehicle from service.

- B. If a dispute should arise regarding a vehicle's capability to be properly repaired, or regarding its mechanical unsuitability for continued use as a patrol vehicle (including Traffic Division vehicles), an Association representative will be responsible for settling this matter as soon as possible with the Department of Public Service Director and the Chief of Police.
- C. Regarding specifications of patrol vehicles, an Association representative from this bargaining unit shall be given the opportunity to review specifications before the vehicles are ordered. Any suggestions that the representative may have regarding the specifications shall be considered before the bidding.

**ARTICLE XXIII
WAGES**

SECTION 1.

The following wage scale applies to all officers who were employed on July 1, 2012.

	2.0% increase 7/1/15	2.0% increase 7/1/16	1.0% increase 7/1/17
Patrol Officer			
Start	\$44,305.37 \$21.301	\$45,191.48 \$21.727	\$45,643.40 \$21.944
1 Year	\$47,258.64 \$22.721	\$48,203.81 \$23.175	\$48,685.85 \$23.407
2 Year	\$53,165.17 \$25.560	\$54,228.48 \$26.071	\$54,770.76 \$26.332
3 Year	\$59,071.71 \$28.400	\$60,253.14 \$28.968	\$60,855.67 \$29.258
5 Year	\$60,845.37 \$29.253	\$62,062.27 \$29.838	\$62,682.90 \$30.136
8 Year	\$61,524.28 \$29.579	\$62,754.76 \$30.171	\$63,382.31 \$30.472
<hr/>			
Corporal	\$63,370.07 \$30.466	\$64,637.47 \$31.076	\$65,283.85 \$31.386
<hr/>			
Sergeant	\$65,570.17 \$31.524	\$66,881.57 \$32.155	\$67,550.39 \$32.476
Sergeant with Certification	\$66,162.10 \$31.809	\$67,485.34 \$32.445	\$68,160.19 \$32.769

The following wage progression applies to all officers hired after July 1, 2012.

	2.0% increase 7/1/15	2.0% increase 7/1/16	1.0% increase 7/1/17
Patrol Officer			
Start	\$40,177.80 \$19.316	\$40,981.36 \$19.703	\$41,391.17 \$19.900
1 Year	\$44,298.58 \$21.297	\$45,184.56 \$21.723	\$45,636.40 \$21.941
2 Year	\$48,419.37 \$23.279	\$49,387.75 \$23.744	\$49,881.63 \$23.982
3 Year	\$52,540.15 \$25.260	\$53,590.95 \$25.765	\$54,126.86 \$26.023
4 Year	\$56,660.93 \$27.241	\$57,794.15 \$27.786	\$58,372.09 \$28.064
5 Year	\$60,844.52 \$29.252	\$62,061.41 \$29.837	\$62,682.02 \$30.136
8 Year	\$61,524.28 \$29.579	\$62,754.76 \$30.171	\$63,382.31 \$30.472

Effective July 1, 2000, the rate of pay for Sergeant will reflect the certification level of the employee. Those employees who meet the minimum requirements as set forth in Article XXII, Seniority and Promotions, will be compensated at the higher rate of pay for their rank.

SECTION 2. EDUCATION AND TRAINING SUPPLEMENT

Employees covered by this Agreement who have obtained a Bachelors degree from an accredited college or university and have successfully completed either the FBI National Academy or Staff and Command, or have obtained a Masters degree in a field related to law enforcement administration from an accredited college or university, shall receive a supplemental payment of two percent (2%) of their base rate of pay for all hours worked (see Section 1).

**ARTICLE XXIV
GRIEVANCE PROCEDURE**

Should any differences, disputes or complaints arise as to the meaning or application of the provisions of this Agreement, such differences shall be resolved in the following manner:

SECTION 1. STEP I

An employee and his/her Association Representative shall present the grievance in writing to the Chief of Police within fifteen (15) calendar days after the grievance occurs. The Chief of Police shall have fifteen (15) calendar days in which to answer the grievance.

SECTION 2. STEP II

If the grievance is not settled at the end of a fifteen (15) calendar day period after receipt of the written answer of the Chief of Police, the grievance committee shall then contact the designated representative of the Mayor and Council who shall meet with the grievance committee as soon as possible after this request is received, but not to exceed twenty (20) calendar days. If the grievance is not resolved, the designated representative of the Mayor and Council shall have twenty-five (25) calendar days in which to submit a written answer to the Association from the date of the last meeting.

SECTION 3. STEP III

If a satisfactory settlement cannot be reached between the City and the Association, the Association may within thirty (30) calendar days after the written answer from the City's representative, notify the Mayor and Council of their decision to take the grievance either to arbitration or to the Michigan Employment Relations Commission or the grievance shall be declared settled. The decision of the arbitrator or MERC shall be final and binding on both parties.

If the Association decides to arbitrate the grievance, the arbitration proceedings shall be conducted in accordance with the MERC rules. The fees of the arbitration proceedings shall be borne equally by the City and the Association.

The arbitrator shall not have the power to alter or modify the terms of this Agreement, but shall have the authority to interpret said Agreement. In cases involving a discharge or disciplinary action, the arbitrator shall determine if the said discharge or discipline was for just cause and/or causes, and may affirm, reverse or modify the City's action with the right to grant back pay and/or benefits.

SECTION 4. TIME LIMIT

No grievance shall be processed unless it is presented within fifteen (15) days of its occurrence or knowledge of its occurrence. The time limits set forth above in Step I through Step 3 may be extended for good cause shown or mutual consent of the parties.

Failure of the Association to abide by the time limits set forth in Step I through Step 3 above, shall be considered an abandonment of the grievance. Failure of the employer to abide by the time limits set forth in Step I through Step 3 above, shall be considered a granting of the grievance without prejudice.

**ARTICLE XXV
RETIREMENT**

SECTION 1.

Except as altered by this Collective Bargaining Agreement, eligible employees shall receive retirement benefits in accordance with PUBLIC ACT 345 (Policemen and Firemen Retirement Act).

SECTION 2.

Each eligible employee will retire at the average of the highest annual compensations during a period of three (3) years of service contained within the last ten (10) years of service.

SECTION 3. SURVIVOR BENEFITS (former sections 5 & 7)

- A. A surviving spouse or beneficiary shall receive all benefits to which he/she is entitled under ACT 345 as a result of death of the member/retiree. The benefit payable to the spouse or surviving beneficiary shall increase to reflect the percentage increases set forth in Section 4 below (if applicable), at the same time that the member/retiree would have received the percentage increase had the member/retiree not died. When an ACT 345 member of this bargaining unit attains ten (10) years service, the member's surviving spouse or beneficiary shall be entitled to pension benefits to which he/she is entitled under ACT 345 as a result of the death of the member.
- B. Under this contract, the City extends "the automatic 60%-to-surviving-spouse benefit" to surviving spouses of deceased police officer disability retirees.

SECTION 4. RETIREMENT BENEFITS FOR EMPLOYEES HIRED BEFORE JANUARY 1, 1996.

The following benefit provisions apply only to those employees who were hired before January 1, 1996:

- A. A member who has 25 or more years of service may leave the service and receive the full retirement benefits payable throughout his/her life as provided, regardless of age.
- B. The pension for all members will be increased by 10% on the anniversary of the 5th year of retirement, an additional 10% the 10th year of retirement and an additional 5% the 15th year of retirement. Each percentage increase is based on the amount of the annual pension payable on the date of retirement.

EXAMPLE: Using a base annual pension benefit of \$100 at time of retirement.

	<u>Retiree's Benefit</u>
Benefit at retirement	\$100.00
Benefit on the anniversary of the 5th year of retirement	\$110.00
Benefit on the anniversary of the 10th year of retirement	\$120.00
Benefit on the 15th year of retirement	\$125.00

- C. An annuity withdrawal option for employees covered by the Police and Fire Retirement System (Act 345) will remain in effect.
- D. The multiplier shall be 2.5% for each year of service, up to a maximum of 80%.
- E. The computation of the Final Average Compensation (FAC) will include only base annual wage, holiday pay, overtime pay and unused vacation leave. The payments received for the following will not be included in the FAC:
 - Unused Sick Leave
 - Longevity
 - Clothing/ Cleaning Allowances
- F. The employee contribution rate shall be 6.0% of all pensionable earnings, with such contribution taken as a payroll deduction on a post-tax basis.

SECTION 5. RETIREMENT BENEFITS FOR EMPLOYEES HIRED AFTER JANUARY 1, 1996.

The following benefit provisions apply only to those employees who were hired after January 1, 1996:

- A. Effective January 1, 1996, all new Employees must be at least 55 years of age and have at least 20 years of service before being eligible for any post retirement benefits.
- B. Employees shall not be eligible for any cost of living increase to their pension after their date of retirement.
- C. Employees shall be eligible for an annuity withdrawal option at the time of retirement with such withdrawal calculated at the actuarial equivalent rate.
- D. The multiplier shall be 2.0% for each year of service, up to a maximum of 80%.
- E. The computation of the Final Average Compensation (FAC) will include only base annual wage, plus up to 240 hours of accrued leave time which is payable at the time of retirement. All other forms of compensation, allowances and special payments not listed above are not included in Final Average Compensation.
- F. The employee contribution rate shall be 6.0% of all pensionable earnings. The contribution by employees hired after January 1, 2012, shall be made on a pre-tax basis consistent and in accordance with the "pick up" provision of Internal Revenue Code Section 414(h)(2).
- G. Employees shall be provided a one-time, irrevocable opportunity to purchase prior service credit with the Trenton Police Department in accordance with the Memorandum of Understanding dated September 28, 2012.
- H. The City shall provide employees with Long Term Disability (LTD) coverage as detailed in the plan document policy until such time as the employee is vested in the Act 345 Police & Fire Retirement System (*Benefit Summary provided as Appendix B*). The City reserves the right to select an alternative carrier, provided that benefits are substantially equal.

SECTION 6. MORATORIUM.

The parties agree that for a period of ten (10) years following the date of ratification of this Agreement, neither party shall submit to, or include in any filing for, Act 312 Arbitration, any changes in pension benefits or contributions, or other issues related to, or arising from, the conversion of the post-1996 Defined Contribution Plan participants, or any new hires or prospective employees, back into a Defined Benefit Plan.

Additionally, any service time purchased or accrued during said ten (10) year period, shall under no circumstances, be subject to any retroactive change in benefit level.

Notwithstanding the foregoing, both parties reserve the right to negotiate modifications through the collective bargaining process up to, but excluding, Act 312 Arbitration.

Notwithstanding the foregoing, nothing shall prohibit submission of such issues for pre-1996 plan participants, to Act 312 Arbitration.

The terms and conditions set forth in this Section shall survive termination or expiration of this Agreement and instead remain binding upon the parties and each, affected employee, until the expiration of the 10 year Moratorium period, and shall be included in, and mandatorily become part of, any subsequent collective bargaining agreement between the parties through the expiration date of the 10 year Moratorium.

**ARTICLE XXVI
EMPLOYEE'S PERSONNEL FILE**

The City will maintain and keep personnel files on each employee. Files will be kept in the office of the Chief of Police and the Human Resources Office at the Trenton City Hall.

An employee wishing to view his/her personnel file, may arrange an appointment through the Mayor's Office or the Office of the Chief of Police, depending upon which file is wished to be viewed.

An employee shall be given a copy of any communication which is placed in the personnel file when it relates to personal conduct, reprimand or commendation. Privileged information compiled by the City shall not be open to scrutiny by the employee or anyone other than members of the Administrative staff of the Mayor's Office, except by court order or in instances of investigations of personal misconduct.

Any state or federal laws now in effect or which shall become effective during the duration of this contract shall have precedence over the stipulations of this section.

**ARTICLE XXVII
PAYMENT OF DUES**

The City agrees to pay 2/3 of the dues to the Wayne County Lieutenants, Sergeants and Corporals Association for eligible employees covered by this Agreement, thus facilitating a meaningful dialogue and relationship with other law enforcement agencies in mutual problems, common goals, and solutions. Repayment to the officer will be made upon presentation of a paid receipt to the Controller's Office.

**ARTICLE XXVIII
HEALTH AND PHYSICAL FITNESS**

SECTION 1.

Those employees who, hired after September 15, 1975, are required by Ordinance to have yearly physical examinations and perform agility tests as conditions of employment shall be compensated at "straight time off" when required to be tested on their off-duty time. This will be actual time spent at the location plus thirty (30) minutes total travel time.

SECTION 2.

The City will attempt to provide the employee an area, separate from the general public and prospective recruits, for performance of the agility testing. A representative of the MAP may be present if so desired.

**ARTICLE XXIX
DUE PROCESS**

SECTION 1. DISCIPLINARY DUE PROCESS AND MEMBERS' RIGHTS

- A. The intent and purpose of this Article is to provide disciplinary due process. In the event there is a conflict between this Article and a section(s) of the City Code, the language in the Collective Bargaining Agreement shall prevail. When employee disciplinary action is necessary, the following disciplinary options are available to the Department:
1. Minor Infractions.
Discipline in the form of an "Employee Warning Notice", will necessitate that copies be submitted to the Union Representative and Chairman. An "Employee Warning Notice" may be appealed to each of the next higher levels of supervision/command until such

time as the appeal is made to the Chief of Police for a ruling. If the employee is not satisfied at this level of appeal, the contractual grievance procedure is available for remedy. The grievance procedure outlined in Article XXV, Section 1, Step 1, including the fifteen (15) calendar day limit within which the grievance must be presented in writing to the Chief of Police, shall not apply to this section until all levels of appeal have been exhausted, up to and including a ruling by the Chief of Police.

2. Major Infractions.

Upon a full investigation of allegations against an employee, including interviews with the employee the Chief may conduct a hearing and render any disciplinary penalty, including a suspension or discharge. The Chief's decision will be transmitted in writing to the affected member and, if requested by the member, to the Union Chairman within five (5) working days of the completion of the hearing.

- B. Appeals Process. All cases of discipline may be processed as a grievance or to arbitration.
- C. The City agrees that upon imposing discipline, the Union representative shall be notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. This section does not pertain to employee counseling.
- D. When twenty-four (24) months of satisfactory service have been completed from the last disciplinary action taken by the City, all written reprimands appearing in the records shall, at the request of the employee, be removed.
- E. The Department shall give a member at least five (5) working days notice with a copy to the Union, of any disciplinary matter scheduled to be heard at a Chief's Hearing.
- F. An Association officer, legal counsel, or both have the right to be present at all Chief's Hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.
- G. Throughout all Chief's Hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.
- H. Whenever a member is subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:
 - 1. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.
 - 2. No interrogation shall begin until the member has been notified that he/she has a right to have counsel or a local officer of the Union present. If the member requests the presence of one or both of the above, an interrogation shall not begin until one or both are present.
- I. If any member is ordered to make an oral statement, he/she shall comply, subject to the receipt of Miranda or Garrity warning, or both, and shall be given a reasonable time to act in accordance with such rights, not to exceed twenty-four (24) hours, excluding weekends and holidays. After a member is ordered to make any written statement in response to any alleged misconduct on his/her part, he/she shall have at least thirty-six (36) hours from the time of the order to comply.
- J. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police without pay until such time that the criminal case is completed and a decision is rendered at a Chief's Hearing. A Chief's Hearing may be conducted regardless of the outcome of the criminal case, but shall not be required.

- K. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the Department.
- L. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.
- M. All suspension days will be deducted for the member's total departmental service time for the purpose of determining a member's seniority.

ARTICLE XXX GENERAL

SECTION 1.

In the event that any provision of this Agreement shall at any time be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided thereof, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

SECTION 2.

Copies of this Agreement shall be distributed by the City at the City's expense to all Association employees once.

SECTION 3. PURCHASE OF SERVICE WEAPON AT RETIREMENT

Any member who retires with 25 years of honorable service, shall have the option of purchasing his/her service weapon for a charge of two hundred fifty dollars (\$250.00) under the following conditions:

1. Sale of the weapon to the retiring officer shall be subject to approval by the Mayor after consideration by and recommendation of the Chief of Police.
2. The weapon must be re-registered in the retiring officer's name after approval and prior to his/her last working day.
3. Purchase and payment must be made prior to re-registration in the retiree's name.
4. Sale will comply with all applicable laws.
5. The retiring officer will provide the City with a full release from all liability arising out of the purchase of said officer's service weapon.

SECTION 4. LOCAL FINANCIAL STABILITY & CHOICE ACT

This Agreement adopts by reference any terms and conditions imposed by the State of Michigan, the Department of Treasury, Public Act 436 of 2012 or any other regulation or law adopted by the State of Michigan.

The inclusion of this language or any language required under section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Manager; (2) PA 436 of 2012, as amended, (Local Financial Stability and Choice Act) ("the Act"); or (3) any action of an Emergency Financial Manager which acts to reject, modify or terminate the collective bargaining agreement. This Section shall immediately sunset if that Act is ruled unconstitutional or reversed in a final decision by the Michigan Supreme Court, the Michigan Court of Appeals or a federal court.

**ARTICLE XXXI
WAIVER**

The City and the MAP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively on 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

**ARTICLE XXXII
DURATION**

This Agreement shall continue in full force and effect from July 1, 2015, up to and including June 30, 2018. This Agreement shall continue in effect for successive yearly periods after June 30, 2018, unless notice is given in writing, by either the MAP or the City at least sixty (60) days prior to June 30, 2018, or any anniversary date thereafter, of its desire to modify, amend, or terminate this Agreement.

SIGNATURES

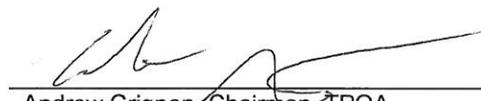
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this, the 3rd day of August, 2014.

CITY OF TRENTON:

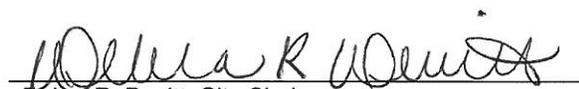
MICHIGAN ASSOCIATION OF POLICE:



Kyle F. Stack, Mayor



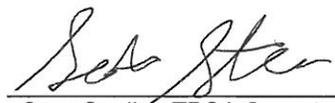
Andrew Grignon, Chairman, TPOA



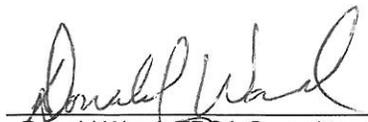
Debra R. Devitt, City Clerk



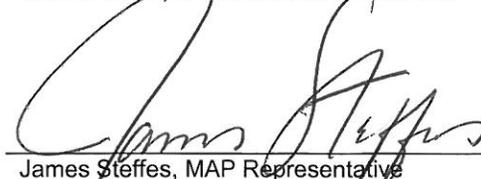
Kristopher Kerr, TPOA Committee Member



Scott Stadler, TPOA Committee Member



Donald Ward, TPOA Committee Member



James Steffes, MAP Representative

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
Benefit Year	January 1 through December 31	
Deductible per Benefit Year	\$250/person \$500/family	\$500/person \$1,000/family
General Benefit Percentage	80% after deductible (20% coinsurance)	60% after deductible (40% coinsurance)
Coinsurance Maximum Out-Of-Pocket per Benefit Year	\$1,000/person* \$2,000/family*	\$3,000/person* \$6,000/family*
Total Maximum Out-Of-Pocket per Benefit Year	\$2,500/person* \$5,000/family*	Not applicable
*Includes deductible, Coinsurance Maximum Out-Of-Pocket, and medical co-payments. Does not include charges for private duty nursing, or expenses that constitute a penalty for non-compliance, exceed the usual and customary charge, exceed the limits of the Plan, or are otherwise excluded.		
Annual Maximum Paid per Covered Person per Benefit Year for All Covered Expenses	Unlimited	
<u>Outpatient Physician Services (Includes Office Visits, Immediate Care Center Visits, and Second Surgical Opinions)</u> Physician's Fee for an Examination All Other Charges Billed in Connection with the Examination	\$20 co-payment per visit, then 100% (deductible waived) Paid the same as any other illness; benefit percentage depends upon the type of service rendered	60% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered
Special Note About the Outpatient Physician Visits Benefit: Any eligible service that is performed by an In-Network provider and billed with a place of service code "11" (physician's office) or "20" (urgent care center) shall be paid at 100% and all applicable deductible amounts shall be waived. However, the co-payment applicable to the physician's exam will still be assessed.		
Pre-Surgical Consultations	100%; deductible waived	60% after deductible
<u>Routine Preventive Care</u> Physician's Fee for an Examination Well-Baby/Preventive Care for Children Routine X-Rays and Labs Flu Shots and Other Routine Immunizations FDA-Approved Contraceptive Methods and Sterilization Procedures for Women with Reproductive Capacity Mammograms and Other Routine Services Colonoscopies	100%; deductible waived 100%; deductible waived	Not covered 60% after deductible
Special Notes about Routine Preventive Care: 1. Co-insurance or an office visit co-payment may be imposed on preventive care services if either the visit is billed separately from the preventive care service or the services are provided during an office visit whose primary purpose is not preventive care (and the services are not billed separately). 2. The Routine Preventive Care Benefit will provide coverage for certain evidence-based items (with A or B ratings) in the recommendations of the United States Preventive Services Task Force; immunizations recommended by the Advisory Committee on Immunization Practices of the Centers for Disease Control and Prevention; evidence-based preventive care and screenings for infants, children, and adolescents provided for in the comprehensive guidelines supported by the Health Resources and Services Administration (HRSA); and additional women's preventive care and screenings in comprehensive guidelines supported by the HRSA.		
<u>Diagnostic Colonoscopy</u> One Diagnostic Colonoscopy per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	100%; deductible waived	60% after deductible
Special Note about Diagnostic Colonoscopy Benefit: Charges in excess of this frequency maximum may be considered under the Comprehensive Medical Expense Benefit.		
<u>Emergency Room Treatment</u> Physician's Fee for an Examination in the Emergency Room All Other Charges Billed by the Physician in Connection with the Emergency Room Treatment Hospital's Fee for the Use of the Emergency Room All Other Services Billed by the Hospital or Any Other Provider in Connection with the Emergency Room Visit	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted 100%; deductible waived 100%; deductible waived 100%; deductible waived	\$50 co-payment* per visit, then 100% (deductible waived) *may waive if admitted 100%; deductible waived 100%; deductible waived 100%; deductible waived
Ambulance Transportation	80% after deductible	Paid as in-network

Benefit Description	Active + Mirrored Retirees	
	In-Network	Out-Of-Network
Authorization Requirement \$100 Penalty Applies if an Inpatient Hospital Admission (Including an Observational Stay at the Hospital) is Not Authorized \$0 Penalty for Non-Compliance for Outpatient Services	Required for all inpatient hospital admissions, observational stays at the hospital, and certain outpatient services listed at the end of this summary	
Inpatient Hospital Services Room and Board, Surgical Services, and Ancillary Services	80% after deductible	60% after deductible
Inpatient Physician Services Hospital Visits, Surgical Procedures, and Anesthesiology	80% after deductible	60% after deductible
Obstetrical Services Physician's Fee for Prenatal and Postnatal Care Physician's Fee for Delivery All Other Services Billed by the Physician, Hospital, or Any Other Provider in Connection with the Pregnancy (e.g., labwork, ultrasound charges, etc.)	100% (deductible waived) if prenatal and postnatal care are billed separately from the delivery charge or 80% after deductible if prenatal and postnatal care services are consolidated for billing purposes 80% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered	60% after deductible 60% after deductible Paid the same as any other illness; benefit percentage depends upon the type of service rendered
Transplant Services	100%; deductible waived	100%; deductible waived
Special Note about Transplant Services Benefit: For the purposes of this benefit, the term "Transplant Services" as used above includes charges for any transplant-related pre-operative office visits, the hospital's facility fee, the surgical procedure (including, but not limited to, the surgeon's fee, the assistant surgeon's fee, the anesthesiologist's fee, and charges for medical supplies), all transplant-related laboratory charges or x-rays, prescription drugs administered while the covered person was an inpatient during the transplant procedure, and any transplant-related post-operative office visits.		
Outpatient Services Surgery and Surgery-Related Services Chemotherapy and Radiation Therapy Hemodialysis Diagnostic X-Rays and Lab Services	80% after deductible	60% after deductible
Allergy Services Injections, Serum, and Testing	100%; deductible waived	60% after deductible
Chiropractic Care Spinal Manipulations, Therapy Treatments, and a Physician's Fee for an Initial or Periodic Evaluation Diagnostic Spinal X-Rays 24 Visits* Allowed per Covered Person per Benefit Year for All Chiropractic Care (In-Network and Out-of-Network Services Combined) *A visit includes one or more chiropractic services rendered in a day	\$20 co-payment per day, then 100% (deductible waived) 80% after deductible	60% after deductible 60% after deductible
Rehabilitative Therapy Physical Therapy, Speech Therapy, and Occupational Therapy 60 Outpatient Visits per Covered Person per Benefit Year (In-Network and Out-of-Network Services Combined)	80% after deductible	60% after deductible
Durable Medical Equipment, Prosthetics, and Orthotics	80% after deductible	Paid as in-network
Behavioral Care (Includes Mental Health Care and Addictions Treatment) Inpatient/Partial Hospitalization Services Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Physician's Office and Billed With a Place of Service Code "11" (Physician's Office) Outpatient/Intensive Outpatient Mental Health Care Services Performed in a Facility, Clinic, or Any Other Place of Service Outpatient/Intensive Outpatient Addictions Treatment Services	Paid the same as any other illness Paid the same as any other illness Paid the same as any other illness Paid the same as any other illness	Paid the same as any other illness Paid the same as any other illness Paid as in-network Paid as in-network
Convalescent Care, Home Health Care, and Home Infusion Therapy	80% after deductible	Paid as in-network
Hospice	100%; deductible waived	100%; deductible waived
Private Duty Nursing	50% after deductible	Paid as in-network
Special Note about Private Duty Nursing: Eligible private duty nursing charges will <u>not</u> accrue towards the Coinsurance or Total Maximum Out-of-Pocket and will always be paid at the benefit percentage stated above.		

Miscellaneous Plan Provisions

Services Requiring Authorization:

1. Inpatient hospital confinements and observational stays
2. Home and outpatient rehabilitative therapy
3. Rental and purchase of durable medical equipment
4. Home health care
5. Purchase of custom-made orthotic or prosthetic appliances
6. Oncology treatment

If a covered person receives eligible treatment at an in-network facility, any anesthesiology, pathology, or radiology charges will be paid at the in-network benefit percentage, even if out-of-network providers performed those services.

Coordination with Other Coverage for Injuries Arising out of Automobile Accidents

In the event that a covered person is injured in an accident involving an automobile, this Plan shall be the primary plan for purposes of paying benefits and the covered person's automobile insurance shall pay as secondary.

If a covered person receives treatment from an out-of-network provider and the Plan Administrator determines that the sole reason that the covered person received those services from an out-of-network provider instead of from an in-network provider was either 1.) The lack of a Qualified in-network provider within a Reasonable Distance from the covered person's residence, or 2.) A covered person traveled to a place where he/she could not reasonably be expected to know the location of the nearest in-network provider (if available), the claim may be adjusted to yield in-network-level benefits.

For the purposes of this provision, the term "Qualified" means having the skills and equipment needed to adequately treat the Covered Person's condition. The term "Reasonable Distance" approximates a 50-mile radius.

NOTE: If your health plan generally requires the designation of a primary care provider, you have the right to designate any primary care provider who participates in our network and who is available to accept you or your family members. For children, you may designate a pediatrician as the primary care provider. For information on how to select a primary care provider, and for a list of the participating primary care providers, contact ASR Health Benefits at (800) 968-2449.

You do not need prior authorization from the health plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services or following a pre-approved treatment plan or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, contact ASR Health Benefits at (800) 968-2449.



Employer Paid Long Term Disability Insurance

Benefit Highlights	
MPSC - City of Trenton	
What is Employer Paid Long Term Disability Insurance?	<p>Employer Paid Long Term Disability Insurance pays you a portion of your Earnings if you cannot work because of a disabling illness or injury.</p> <p>This highlight sheet is an overview of your Employer Paid Long Term Disability Insurance. Once a group policy is issued to your employer, a certificate of Insurance will be available to explain your coverage in detail.</p>
What is disability?	<p>Disability is defined in The Hartford's contract with your employer. Typically, disability means that you cannot perform one or more of the essential duties of your occupation due to injury, sickness, pregnancy or other medical condition covered by the insurance, and as a result, your current monthly earnings are 80% or less than of your pre-disability earnings. Once you have been disabled for 24 months, you must be prevented from performing one or more of the essential duties of any occupation and as a result, your current monthly earnings are 60% or less than of your pre-disability earnings.</p>
Am I eligible?	<p>You are eligible if you are an active full time employee who is not vested in the company pension plan who is subject to a collective bargaining agreement.</p>
How much coverage would I have?	<p>Your Employer Provides coverage that pays you a benefit of 60% of your Earnings to a maximum monthly benefit of \$5,000 per month. This plan includes a minimum benefit of \$100 per month.</p> <p>Earnings are defined as in The Hartford's contract with your employer.</p>
When can I enroll?	<p>As an eligible Employee, you are automatically covered by Employer Paid Long Term Disability Insurance; you do not have to enroll.</p>
When is it effective?	<p>Coverage goes into effect subject to the terms and conditions of the policy. In no case will newly elected benefits become effective sooner than 12/1/2012 or first of the year following date of hire. You must be Actively at Work with your employer on the day your coverage takes effect.</p>
How long do I have to wait before I can receive my benefit?	<p>You must be disabled for at least 90 days before you can receive an Employer Paid Long Term Disability Insurance benefit payment.</p>

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<p>Can the duration or amount of my benefit be reduced?</p>	<p>Yes. Your benefit duration may be reduced once you reach certain ages as specified in The Hartford's contract with your employer. In addition, as described below within the Important Details, your monthly Long-Term benefit may be reduced by other income you receive.</p>
<p>How long will my disability payments continue?</p>	<p>For as long as you remain disabled, or until you reach your Social Security Normal Retirement Age (as stated in the 1983 revision of the United States Social Security Act), whichever is sooner. If your disability occurs at age 65 or above, your payments may be reduced.</p>

Important Details

The following is an overview of your Employer Paid Long Term Disability Insurance. Once a group policy is issued to your employer, a certificate of Insurance will be available to explain your coverage in detail.

Exclusions:

You cannot receive Employer Paid Long Term Disability Insurance benefit payments for disabilities that are caused or contributed to by:

- War or act of war (declared or not)
- The commission of, or attempt to commit a felony
- An intentionally self-inflicted injury
- Any case where your being engaged in an illegal occupation was a contributing cause to your disability

You must be under the regular care of a physician to receive benefits.

Mental Illness, Alcoholism and Substance Abuse:

- You can receive benefit payments for Long-Term Disabilities resulting from mental illness, alcoholism and substance abuse for a total of 24 months for all disability periods during your lifetime.
- Any period of time that you are confined in a hospital or other facility licensed to provide medical care for mental illness, alcoholism and substance abuse does not count toward the 24 months lifetime limit.

Pre-existing Conditions:

Your Insurance limits the benefits you can receive for pre-existing conditions. In general, if you were diagnosed or received care for a condition before the effective date of your policy, you will be covered for a disability due to that condition only if:

- You have not received treatment for your condition for the length of time specified in the contract before the effective date of your Insurance, or
- You have been insured under this coverage for length of time specified in the contract prior to your disability commencing, so you can receive benefits even if you're receiving treatment, or
- You have already satisfied the pre-existing condition requirement of your previous insurer.

Your benefit payments **will be reduced** by other income you receive or are eligible to receive due to your disability, such as:

- Social Security Disability Insurance (please see next section for exceptions)
- Workers' Compensation
- Other employer-based Insurance coverage you may have
- Unemployment benefits
- Settlements or judgments for income loss
- Retirement benefits that your employer fully or partially pays for (such as a pension plan)

Your benefit payments **will not be reduced** by certain kinds of other income, such as:

- Retirement benefits if you were already receiving them before you became disabled
- Retirement benefits that are funded by your after-tax contributions
- Your personal savings, investments, IRAs or Keoghs
- Profit-sharing
- Most personal disability policies
- Social Security increases

This Benefit Highlights Sheet is an overview of the Employer Paid Long Term Disability Insurance being offered and is provided for illustrative purposes only and is not a contract. It in no way changes or affects the policy as actually issued. Only the Insurance policy issued to the policyholder (your employer) can fully describe all of the provisions, terms, conditions, limitations and exclusions of your Insurance coverage. In the event of any difference between the Benefit Highlights Sheet and the Insurance policy, the terms of the Insurance policy apply.

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