

EXHIBIT 2



General Order

Date of Issue		Effective Date	Number
30 April 2002		30 APRIL 2002	02-01
Subject DISPATCHER GENERAL DESCRIPTION OF DUTIES		File Code "D"	
Reference	Rescinds	Amends	Distribution
	91-04		All

I GENERAL STATEMENT, DESCRIPTION AND QUALIFICATIONS:

- A. Receives and transmits messages over a radio communication system.
- B. Receives complaints and relays information or instructions from and to remote units.
- C. Receives incoming telephone calls and makes independent judgment relative to the kind of action necessary.
- D. Receives, types and sends LEIN messages and broadcasts to appropriate units.
- E. Enters information into Computer Aided Dispatch consoles.

II SUPERVISION RECEIVED:

Work is under the general supervision of the commanding officer of the Communications Center and the direct supervision of the Dispatch Supervisor.

III TYPICAL EXAMPLES OF WORK:

- A. Receives incoming calls from the public requesting police, fire and/or emergency medical assistance.
- B. Classifies nature of calls, determines the priority of calls, determines appropriate response through the questioning process.
- C. Refers non-emergency calls to appropriate agencies or departments.

- D. Utilizes the Enhanced 911 Positron, Computer Aided Dispatch consoles, LEIN/NCIC, CopShop/Microsoft and all other available resources to gather, secure and verify information as necessary for the appropriate field units.
- E. Records and maintains information in manual and automated record systems.
- F. Records information manually on dispatch cards when the systems are not available.
- G. Receives and dispatches, via radio transmissions, the appropriate units to the scene of emergencies, service requests and report calls.
- H. Transmits, receives and relays local, county, state and federal radio transmissions and phone messages to alert or coordinate the activities of the police and fire units in assisting with agencies involved.
- I. Dispatches using the established 10-codes, phonetic alphabet and following all department policies.
- J. Coordinates the assistance of police, fire, medical, utilities and other agencies as necessary.
- K. Assists in the training and evaluation process of probationary employees, as deemed necessary, in the absence of the dispatch supervisor and an assigned CTO (Communications Training Officer).
- L. Assists in the processing of arrested persons in the station, as necessary, at the direction of a supervisor.

The above statements are intended to describe the general nature and level of work being performed by people assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel as so classified.

IV DESIRABLE QUALIFICATIONS FOR EMPLOYMENT:

- A. Ability to answer multiple calls and process the information gathered through questions asked in a courteous and professional manner while maintaining control.
- B. Ability to function in a multifaceted position while processing and completing job tasks timely, efficiently and effectively.
- C. Ability to operate radio equipment; transmitting clear, complete and accurate information.

- D. Ability to track and recall the locations of field units.
- E. Ability and knowledge of computer operations, including the CAD and LEIN along with the ability to operate office equipment.
- F. Ability to utilize resources, such as maps and manuals, to assist in the completion of job tasks.
- G. Ability to follow directions, oral and written instructions and display willingness toward learning new elements of the position.
- H. Ability to establish and maintain satisfactory working relationships with other employees.

V. PRELIMINARY QUALIFICATIONS:

An applicant shall possess, upon application, based upon the closing date of the posting, the following education and experience or its satisfactory equivalent as outlined and cetified by the Civil Service Commission.

- High school diploma or G.E.D. equivalent
- Ability to type thirty (30) words per minute

Louis J. Nardi
POLICE COMMISSIONER

LJN/dd



General Order

Date of Issue		Effective Date	Number
9 October 2002		9 OCTOBER 2002	02-31
Subject DISPATCH SUPERVISOR – GENERAL DESCRIPTION OF DUTIES		File Code "D"	
Reference	Rescinds	Amends	Distribution
	91-03		All

I. GENERAL STATEMENT, DESCRIPTION AND QUALIFICATIONS:

- A. The Dispatch Supervisor serves as the shift supervisor of the Dispatch operation and the immediate supervisor of dispatchers and any other personnel assigned. This employee also performs general dispatching duties.
- B. Supervision Received:

Work is performed under the general supervision of the Administrative Executive Lieutenant.
- C. Supervision Exercised:

An employee in this classification will supervise the activities of employees working in the Communications Center.

 1. Dispatch Supervisors shall have the authority to issue disciplinary action to dispatchers similar to that of a first-line supervisor (Police Sergeant) as detailed in Rules of Conduct General Order.
 2. Such discipline, if issued, will be reported to the Office of the Police Commissioner through the normal chain of command.
- D. Examples of Work Performed:
 1. Supervises the operations of Dispatch and the Enhanced 9-1-1 Emergency Telephone System.
 2. Performs general dispatch duties. Completes schedules or assignments, attendance reports, activity logs and any other administrative reports as required by the Administrative Executive Lieutenant.
 3. May issue disciplinary action to dispatchers.

4. Insures that all logs, activity or shift reports or other dispatch-related documents prepared by subordinate employees are accurate and complete. Seeks clarification of questionable areas and causes corrections to be made.
5. Advises police, fire and emergency medical agency supervisors directly or through the Watch Commander of problems, concerns and critical events.
6. Insures that all dispatch equipment is in good operating condition and causes emergency repairs to be made by qualified service technicians.
7. Supervises and coordinates the work of dispatchers and while serving as a key member of the Telecommunications Training Program Team
 - a. Supervises the training and evaluation of all probationary dispatchers at the shift level during the program. Monitors the progress of all probationary dispatchers on the shift, attempting to detect and correct, in a timely manner, any deficiencies related to knowledge performance.
 - b. Shall inform the other shift supervisors/command personnel of progress of the dispatchers assigned to the shift.
 - c. Serves as a liaison between other shift supervisors/command personnel and the CTO's on a shift to resolve training-related difficulties or questions.
 - d. Shall make certain that the "Supervisor's Weekly Training Report" is completed and placed in the probationary dispatcher's "DOR Notebook."
 - e. Reviews all Daily Observation Reports (DOR's) and other written material relevant to the progress and performance of all probationary dispatchers on the shift. Discusses probationary dispatchers' performance on a regular and frequent basis with the CTO.
 - f. Reviews all reports written by the probationary dispatcher on the shift, giving special attention to appropriateness of content, completeness, grammar, spelling and neatness.
 - g. Works closely with the CTO's on the shift to assure that program standards are being met; that training and evaluation is being done in a fair, consistent and uniform manner; and that appropriate instructional techniques are being utilized.
8. Ensures that all emergency calls for service are answered in a courteous and timely manner. Coordinates activities with neighboring cities and companies as necessary.
9. Dispatches police, fire and E.M.S. units.
10. Retrieves data from the computer for information checks and enters data as necessary.
11. Explains and interprets new and existing policies and procedures.

12. Maintains office supplies.

The above statements are intended to describe the general nature and level of work being performed by people assigned in this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel as so classified.

E. Desirable Qualifications for Employment:

1. Skilled ability to answer calls and questions with a well modulated and pleasant voice.
2. Skilled ability to operate radio equipment in transmitting and receiving messages in accordance with Federal Communication Commission Rules and Regulations.
3. Skilled ability to keep records, prepare reports and other related work assigned.
4. Demonstrates good color perception and finger dexterity.
5. Demonstrates ability to operate Law Enforcement Information Network (LEIN) terminal at a typing rate from plain copy of thirty (30) words per minute.

F. Preliminary Qualifications:

An applicant shall possess, upon application, based upon the closing date of the posting, the following education and experience or its satisfactory equivalent as outlined and certified by the Civil Service Commission:

1. High school diploma or G.E.D. equivalent.
2. Ability to type thirty (30) words per minute.
3. Three (3) years dispatching experience in a Police or Fire environment.

Louis J. Nardi
COMMISSIONER OF POLICE

LJN/dd

EXHIBIT 3

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF WARREN

AND

WARREN POLICE COMMAND OFFICERS ASSOCIATION

JULY 1, 2017 THROUGH JUNE 30, 2020

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NUMBER</u>
1. Recognition	1
2. Deduction of Dues	1
3. Agency	3
4. Management Rights	3
5. Union Responsibilities	6
6. Wages and Cost of Living	6
7. Working Hours and Overtime	8
8. Shift Premium	12
9. Holidays	13
10. Sick Leave	14
11. On the job Injury	16
12. Sickness and Accident Insurance	16
13. Vacations (Furlough)	17
14. Clothing and Cleaning Allowance	18
15. Longevity Pay	19
16. Life Insurance	20
17. Hospitalization	21
18. Dental Insurance/Vision Care Coverage	24
19. Insurance Advisory Committee	24
20. Civil Liability	25
21. Funeral Leave	25
22. Leave of Absence	26
23. Jury Duty	28
24. Educational Incentive Program	29
25. Gun Allowance/Hazard Pay	29
26. Retirement	30
27. Promotion Examination Procedure	38
28. Trial Board Hearings	38

29. Grievance Procedures	38
30. Union Business	42
31. Seniority	43
32. Layoffs	44
33. Transfers and Shift Assignments	44
34. Employee Rights	49
35. Random Drug and Alcohol Testing	51
36. Exempt Positions	52
37. General Provisions	53
38. Re-opening of Contract	53
39. Savings	53
40. Duration of Contract	54
 APPENDIX "A" – VACATION ACCRUAL SCHEDULE	 55
APPENDIX "B" – VISION CARE COVERAGE	56
APPENDIX "C" – BUY AMERICAN PLEDGE	58

COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into as of this _____ day of December, 2018, by and between the City of Warren, hereinafter referred to as “Employer,” and the Warren Police Command Officers Association, hereinafter referred to as the “Union,” acting on behalf of the employees within the unit for which the Union has been recognized as sole bargaining agent. For the purpose of promoting and perpetuating friendly relations between the Employer and the employees covered by the Agreement and to establish conditions of employment, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

A. The Employer recognizes the Warren Police Command Officers Association as the exclusive representative for the purpose of collective bargaining in respect to pay, wages, hours of employment, and other terms and conditions of employment as listed in this Agreement for the term of this Agreement for employees in the classification and/or rank of Dispatch Supervisor, Sergeant, Lieutenant, and Captain.

B. The term “officer” when used in this Agreement shall mean employees in the rank of Sergeant, Lieutenant, and Captain. The term “employee” shall mean anyone in the bargaining unit. Dispatch Supervisors are not law enforcement officers, either on or off duty.

ARTICLE 2

DEDUCTION OF DUES

The City hereby agrees to deduct dues assessments and/or voluntary deductions as authorized by the laws of the State of Michigan and by such employee upon the following terms and conditions:

A. Each employee who desires to have such dues assessments and/or voluntary deductions removed from his earnings shall execute the “Authorization for Deduction of Union Dues” form as set forth below in full.

B. The City shall place such deduction or deductions in effect at the second pay period of the month following receipt of same and continue same in accordance with the terms and conditions set forth in the authorization.

DEDUCTION OF DUES, Continued

C. The City shall transmit such deductions, together with a list of the employees paying same, to the Secretary/Treasurer of the Union designated in writing by the Union, and shall do so within seven (7) days of such deductions.

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

E. The City shall notify the Union of the termination of employment of the dues paying employee. No "Authorization for Deduction of Union Dues" forms shall be accepted by the City unless they are forwarded through the office of the Union Secretary/Treasurer.

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

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

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I, _____, the undersigned, as an employee of the Police Department of the City of Warren, do hereby request and authorize the City of Warren to deduct the following sum of money from my earnings every other pay period and do so every other pay period thereafter:

Supervisors Dues or Fee Equivalent to one-half (1/2) per cent of monthly base wage

TOTAL DEDUCTION _____ and pay same to the Warren Police Command Officers Association, 29900 Civic Center Drive, Warren, Michigan for voluntary contributions and/or dues as the representative selected by me and as the exclusive bargaining representative for all employees in the above unit. The foregoing authorization shall continue in full force and effect unless and until my employment is terminated or until thirty (30) days prior to the expiration of this contract, during which thirty-day period the undersigned shall have the right to revoke, alter, or amend the above authorization, failing in which, the same shall be automatically renewed under the same terms and conditions for the life of the subsequent contract.

Employee's Signature

ARTICLE 3

AGENCY

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 Warren Police Command Officers Association at the time this Agreement becomes effective, shall be required as a condition of employment to either become a member of the Association or pay a service fee to the Association, which shall be equivalent to the Association dues and initiation fee in accordance with the constitution and bylaws of the Warren Police Command Officers Association, for the duration of this Agreement. Any employee, who fails to comply with the aforementioned requirement, shall be deemed not to be in compliance with the aforementioned condition of employment and the City shall terminate his employment at the conclusion of a grace period of sixty (60) days following notification by the Warren Police Command Officers Association that the employee is not in compliance with this Article.

ARTICLE 4

MANAGEMENT RIGHTS

Consistent with the express terms of this Agreement:

A. The Union recognizes the prerogatives of the City to operate and manage its business, in all respects in accordance with its responsibilities and powers of authority, except as specifically abridged, delegated, granted or modified by this Agreement or any supplementary agreements. All remaining rights, powers, and authority the City had prior to the signing of this Agreement, and all other rights normally, usually and customarily retained by management, are retained by the City and remain exclusively and without limitations within the rights of the City. Except as specifically limited by this Agreement, the City may exercise these reserved, retained and residual rights, and those specifically enumerated in Section B hereof, without previously bargaining the same with the Union; provided, however, that such actions shall not conflict with the terms of this Agreement, and shall not be exercised arbitrarily or capriciously.

B. Among the rights, powers and authority provided to the City by law, including by way of example and not in limitation of the foregoing, the City hereby retains and reserves unto itself the right:

MANAGEMENT RIGHTS - Continued

1. To manage its affairs efficiently and economically, including the determination of the quality and quantity of services to be rendered; the control of materials, tools and type of equipment to be used; and the discontinuance of any services, materials, processes or methods of operation.

2. To establish, determine and re-determine the method or processes by which the work is to be performed and to introduce new equipment, methods, machinery or processes; change or eliminate existing equipment or methods and institute technological changes; decide on materials, supplies, equipment and tools to be used.

3. To determine the number, location, and type of facilities and installations.

4. To determine the size of the work force and increase or decrease its size.

5. To recruit, hire, assign, transfer, promote and lay off employees consistent with this Agreement and Act 78; and establish and determine the workweek and workday, and effect changes in the hours worked or scheduled.

6. To direct the work force, assign work and determine the number of employees assigned to operations.

7. To determine and re-determine job content; provided, however, that the City will not arbitrarily and capriciously change established job descriptions without a legitimate business reason.

8. To determine lunch periods, break periods, shifts, clean-up times, starting and quitting times and the number of hours to be worked.

9. To decide the scheduling of services and establish reasonable work schedules to maintain order and efficiency in its divisions including the scheduling of overtime work.

10. To discipline and discharge employees for just cause.

11. To adopt, revise and enforce reasonable working rules and regulations as it may from time to time deem best for the purposes of maintaining good order, safety and/or effective operation of City services.

12. To manage the City business and to decide the services to be provided and the manner of providing them, provided at the time of signing the agreement on June 18, 2013, it is not the City's intention to eliminate all roll calls.

MANAGEMENT RIGHTS - Continued

13. To effect necessary reductions in departmental force by eliminating budgeted positions through City Council and making corresponding reductions in rank consistent with applicable provisions of this Agreement. In the event a reduction in the bargaining unit becomes necessary, the City agrees to make a reasonable effort to implement said reductions through attrition or retirement before displacing bargaining unit members. If there is more than one position in a particular rank being reduced, reductions shall be made consistent with seniority, i.e. the least senior Sergeant shall be displaced. Employees in the classification of Captain and Lieutenant reduced in rank under this section shall be returned to their previous position. Employees in the rank of Sergeant reduced in rank under this section shall be returned to an available position in their former rank. Bargaining unit members reduced in rank shall be recalled to the next available vacancy in the rank from which they were reduced in inverse order of their reduction notwithstanding the existence of any Act 78 eligibility list.

14. To take whatever actions are necessary in emergencies in order to insure the proper functioning of the Department.

C. The foregoing management rights are not intended to be all inclusive but indicate the type of matters arising which belong to and are inherent in management, and shall not be deemed to exclude other rights of the Employer not specifically set forth but established by law, charter, ordinance, or other action by the City Council not inconsistent with the terms of this Agreement. The Employer acknowledges that such rights have been limited by the specific provisions of this Agreement, and agrees to exercise such rights in such a fashion so as not to violate any of the specific terms and provisions of this Agreement. Similarly, the City agrees that during the entire term of this Agreement, it will deal with the employees in good faith and that the rules and regulations of the Department will be interpreted and applied in a fair, just, and nondiscriminatory manner.

D. The Union shall be notified in advance of anticipated major changes in working conditions having the potential effect on an entire bureau, or division within a bureau, or unit within a bureau, and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be exempt from this provision.

ARTICLE 5

UNION RESPONSIBILITIES

A. Recognizing the crucial role of law enforcement in the preservation of the public health, safety and welfare of a free society, the bargaining unit agrees that it will take all

UNION RESPONSIBILITIES, continued

reasonable steps to cause the employees covered by this Agreement, individually and collectively, to perform all police duties, rendering loyal and efficient service to the very best of their abilities.

B. The Union therefore agrees that there shall be no interruption of these services for any cause whatsoever by the employees it represents; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from their work or abstain, in whole or in part, from full, faithful, and proper performance of all the duties of their employment.

C. The Union further agrees that it shall not encourage any strikes, work stoppages, slowdowns, or any acts that interfere in any manner or to any degree with the continuity of the police services. The Union recognizes that participation by any employee it represents as the exclusive bargaining agent in a strike or work stoppage is unlawful and shall subject the employee to disciplinary action up to and including discharge.

ARTICLE 6

WAGES

A. A ten percent (10%) wage differential will be maintained between the ranks of Corporal and Sergeant, Sergeant and Lieutenant, Lieutenant and Captain as has been customary. Dispatch Supervisor shall receive fifteen percent (15%) above the base wage of the non-supervisory Dispatcher. A ten percent (10%) wage differential shall be continuously maintained despite the status of contract negotiations between the parties, the expiration of the Collective Bargaining Agreement, and/or the existence of an Act 312 petition.

B. Wages:

July 1, 2017	2.5%
July 1, 2018	2.0%
July 1, 2019	0.0%

WAGES continued

	7/1/17	7/1/18
Dispatch Supervisor	63,747	65,022
Sergeant	89,196	90,979
Lieutenant	98,114	100,077
Captain	107,926	110,085

C. Paydays: All employees shall be paid every other Thursday for the two weeks prior to the payment. When the payday falls on a legal holiday, the employees shall be paid on the preceding day. Effective, July 1, 2011, the City has the right to implement mandatory direct deposit for all wages and benefit payments.

D. Whenever a Patrol Sergeant is assigned the full range of duties and responsibilities of a watch commander or lieutenant because of the temporary absence of the incumbent, then such employee shall be compensated at the higher rate for the performance of said duties if said assignment lasts for more than one (1) full shift. An employee other than a Sergeant who is required to perform the work of a higher rank shall receive the pay scale of such higher rank when such assignment is to fill a vacancy created by resignation, retirement or death. Whenever an employee, not necessarily the same employee, but excluding Executive Lieutenants and Captains, has been assigned for more than a total of thirty (30) consecutive workdays to perform the duties and responsibilities of a higher classification because of the temporary absence of the incumbent, then any employee, except Executive Lieutenants and Captains, thereafter assigned the duties and responsibilities of such higher classification because of the temporary absence of the incumbent shall be compensated at the higher rate. Provided, however, if said assignment exceeds thirty (30) consecutive workdays, then such employee shall be compensated at the higher rate for all time worked. For purposes of this Article, the term "workday" includes both "calendar day" schedules and regular "workday" schedules. Any employee appointed within the Department to serve in an acting position of a higher classification shall receive all benefits incident to that classification.

WAGES - Continued

E. Deferred Compensation Plan: Employees shall be permitted to participate in the deferred compensation plan currently offered to any other City employees. Employees may elect to defer compensation in addition to their regular biweekly deductions by submitting written notice (form to be provided) to the Controller's Office within thirty (30) days of the anticipated deduction. Sign-up periods remain biannual.

F. The Reserve Program shall be supervised by members of this bargaining unit. The Sergeant of any Police Officer assigned to scout car and/or walking beat duty with a Reserve Officer shall receive a ten percent (10%) wage supplement during the time he is assigned to supervise such Police Officer.

ARTICLE 7

WORKING HOURS AND OVERTIME

A. Hours of Work:

Employees' workweek shall be forty (40) hours, consisting of five 8-hour workdays. Each employee shall be allowed one-half hour for lunch within each 8-hour workday. Dispatch Supervisors shall also receive two 15-minute paid breaks. The employees' two days off shall be consecutive subject to the emergency requirements of the Department. The parties will implement a twelve-hour work schedule if the parties meet and can agree on a mutually acceptable terms. Opt-out same as WPOA.

In the event there are only three (3) Dispatchers, including the Dispatch Supervisor, working on a particular shift and there are no volunteers to work overtime for lunch relief, the Dispatch Supervisor working on that particular shift shall remain in the immediate vicinity of her work station and eat lunch as time permits. In this event, the Dispatch Supervisor working shall be compensated for her thirty (30) minute lunch period at one and one-half (1-1/2) times her current rate of pay. This provision is to be effective with the date of ratification of this Agreement.

B. Overtime:

(1.) An employee shall be credited with compensatory time for all overtime worked at the rate of time and one-half. The employee has the option of taking compensatory time off or allowing his time to accumulate and turn it in for cash payment. A one hundred fifty (150) hour maximum shall be placed on the amount of overtime that may be accumulated. When converted

WORKING HOURS AND OVERTIME - Continued

to pay, compensatory time shall be paid at the rate in effect when payment is made. Provided, however, that the above provision shall not apply to employees above the rank of Lieutenant. When it becomes necessary to schedule an employee to work in excess of forty (40) hours a week due to an emergency as stipulated in Chapter 7, Section 7.18 of the Warren City Charter, all employees shall be paid time and one-half for all time over forty (40) hours.

(2.) At the time of signing this agreement, on November _14_, 2018, it is not the City's intention to eliminate all roll calls.

C. Call-in Time:

For the purpose of this section, "call-in-time" is defined as the call in of an employee after he has reported off duty and before his next following tour of duty. "Call-in-time" is further defined to include off-duty police actions in which officers may become involved. An employee shall be credited with one and one-half (1-1/2) hours for each hour on duty on a call-in, with a minimum of four (4) hours credit at straight time for each such call-in. Provided, however, that this minimum shall not apply to any call-in situation where an employee is involved in off-duty police actions which take place one (1) hour or less before said employee's starting time. In this situation, said employee shall receive time and one-half up to the start of his regular shift.

D. Court Time:

If an employee is required to appear in court off duty, in either civil or criminal matters, as a result of his duties as a police officer, he shall be credited with a minimum of three (3) hours at straight time or time and one-half, whichever is greater. All witness fees paid to officers appearing in civil cases on City time or for which court time is paid shall be turned into the City, except for mileage allowance if the employee uses his own vehicle. Parking expense shall be reimbursed. For purposes of this section only, employees receiving workers' compensation payments shall be considered to be assigned to the day shift Monday through Friday. Effective July 1, 2011 through July 1, 2013, court time is reduced to two (2) hours minimum for district court matters, and three (3) hours for all others.

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

WORKING HOURS AND OVERTIME - Continued

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

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

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

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

This provision will be effective on the date of ratification of this Agreement, and shall apply to (C) and (D) above.

F. In the event that either Federal or State statutes reducing the workweek of municipal police department employees becomes effective, or should other Federal or State legislation require the reduction of the hours of work or substantially change the method of overtime payment resulting in monetary or other benefit to such employees, the City shall have the right to reopen this Agreement by written notice.

G. 1. Voluntary Off-Duty Overtime shall be defined as the following: An agency which will contract with the City of Warren/Warren Police Department and request a specified number of officers and supervisors to police a specific function. These functions are described as, but not limited to, school dances, football and basketball games, graduation exercises, and church festivals. Notice to the officers who shall work the voluntary off-duty assignments shall be given at least forty-eight (48) hours prior to the assignment.

2. Scheduled Off-Duty Overtime shall be defined as a request by the City of Warren or Warren Police Department for a specific number of officers and supervisors to police a specific function. This function is described as, but not limited to, the Thanksgiving Day Parade. The cost

WORKING HOURS AND OVERTIME - Continued

of this overtime will be the sole responsibility of the City of Warren and shall be paid at the rate of a guaranteed four (4) hour minimum or time and one-half, whichever is greater. Notice to the officers who shall work the scheduled off-duty overtime shall be given at least forty-eight (48) hours prior to the assignment.

3. Unscheduled Overtime: When it becomes necessary to call in supervisory personnel, overtime shall first be offered to the supervisors of the affected shift on an equalized overtime basis. In the event none are available, supervisors from the preceding shift will be called on an equalized overtime basis. In the event none are available, supervisors from the proceeding shift will be called on an equalized overtime basis. Employees who refuse the call-in shall have the amount equal to the overtime worked placed in the equalized overtime book. Employees who are absent on sick leave, disability, or funeral leave shall not be called in. Employees who are on furlough may be called in, but if they refuse, the hours shall not be charged.

a. Voluntary off-duty overtime and scheduled off-duty overtime assignments within each division or bureau which are posted shall be as nearly as possible equally distributed among all members within said division or bureau. When three (3) or more patrol officers are assigned to an assignment, then the Department shall post the assignment for the necessary supervisory personnel. In the event there are insufficient volunteers, then the Department may order the least senior off-duty Sergeant or Lieutenant to work the assignment. Any supervisor ordered in to work the assignment shall be compensated at his appropriate overtime pay rate.

Employees who are on furlough, funeral leave, sick or disability leave shall not be ordered in for said assignments. Overtime will be equalized Department-wide amongst sergeants first.

b. Overtime shall be equalized as often as practicable, but not later than five (5) working days after the assignment. The overtime equalization book for the voluntary off-duty overtime and for the scheduled off-duty overtime shall be located in an accessible location within each bureau so that members shall be able to check their own figures.

c. Unscheduled overtime shall be as nearly as possible equally distributed among members of said platoon, division or bureau. The overtime equalization book for the unscheduled overtime shall be centrally located so as to allow accessibility for the purpose of call-in.

WORKING HOURS AND OVERTIME - Continued

d. The parties agree to confer with respect to administration of overtime assignments and overtime policy not otherwise covered by this Article.

4. In the event overtime is worked by an employee other than the employee having the lowest hours, the person having the lowest hours shall not be paid for hours not worked, but shall be given the next opportunity to equalize hours. Said employee may, thereafter, pursue subsequent violations of this section through the grievance procedure.

a. The City shall not be required to equalize overtime hours between bureaus, divisions or shifts.

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

H. Posting of leave days shall occur according to the following procedure. The Employer shall post leave days by the 18th day of the 28-day cycle preceding the 28-day cycle in which the days are to be taken for all employees. For those employees who select their leave days, the Employer shall issue leave day selection slips to said employees seven (7) days prior to the end of each 28-day cycle. The employees shall be required to submit the selection slip on or before the 5th day of the following 28-day cycle. If an employee fails to submit the selection slip to the Employer within the above-stated period, the Employer shall have the right to assign leave days for that employee. After the posting by the 18th day of the 28-day cycle, leave days for the following 28-day cycle may be changed or modified for good cause. When it becomes necessary to cancel a leave day due to an emergency as stipulated in Chapter 7, Section 7.18 of the Warren City Charter, all employees affected shall be paid overtime and/or call-in pay as provided for in Sections B and C of this Article. Certain areas, such as the Detective Bureau or other bureaus of the Department, may work different 28-day schedules upon mutual agreement of the City and the Association.

ARTICLE 8

SHIFT PREMIUM

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

SHIFT PREMIUM, continued

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

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

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

B. Split Shift: Split shift is hereby defined as any full-time shift commencing at 6:00 p.m. or between the hours of 6:00 p.m. and 10:00 p.m., which terminates not more than six (6) hours after the hour of 12:00 midnight.

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

D. In the event that the WPOA negotiates or is awarded through Act 312 concessions in shift premium, the WPCOA agrees to recognize those reductions upon promotion into the bargaining unit.

ARTICLE 9

HOLIDAYS

A. Each employee shall be paid for fourteen (14) holidays per year at the employee's base rate of pay. These holidays shall be July 4, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Easter Sunday, and Memorial Day. The employees will be paid twice a year for their holidays. Five (5) holidays, July 4, Labor Day, Veterans Day, Thanksgiving

HOLIDAYS - Continued

Day and the Day after Thanksgiving, will be paid on the first pay in December and the other nine (9) holidays will be paid on the first pay in June.

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

ARTICLE 10

SICK LEAVE

A. Sick leave days shall be earned and granted at the rate of one (1) day for each calendar month worked; one day shall be considered as an 8-hour period of time worked. Effective July 1, 2013, sick days will be converted into hours, the same as the WPOA.

Employees hired prior to January 1, 1984 can accumulate a maximum of two hundred twenty-five (225) sick days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank. Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank. Upon resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank.

Effective for all employees hired between January 1, 1984 and December 1, 1986, sick leave days may not accumulate in excess of two hundred twenty-five (225) days for sick leave use purposes. Provided, however, pay out percentages shall be applied to a maximum bank of one hundred forty (140) days. Upon death, an employee's beneficiary shall receive one hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum). Upon resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum).

Effective for employees hired after December 1, 1986, sick leave days may not accumulate in excess of one hundred forty (140) days. Upon death, an employee's beneficiary shall receive one

SICK LEAVE - Continued

hundred percent (100%) of the accumulated sick bank (100% of 140 days maximum). Upon retirement, an employee shall receive eighty percent (80%) of his accumulated sick bank (80% of 140 days maximum). Upon resignation from the City in good standing after five (5) years of service, an employee shall be paid twenty-five percent (25%) of his accumulated sick bank (25% of 140 days maximum).

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

Immediate family includes husband, wife, children, stepchildren, mother, father, brothers, sisters, mother-in-law, father-in-law, sons-in-law, daughters-in-law, and grandparents of an employee. When an employee reports for work on his regular tour of duty and during the course of this tour of duty becomes sick, this sick time shall not be deducted from compensatory time. If the employee becomes sick prior to four (4) hours of work, he shall take one (1) sick day and the time worked shall be added as compensatory time. If an employee shall become sick after four (4) hours of work, he shall be charged with one-half (1/2) sick day and the time worked in excess of four (4) hours shall be added as compensatory time. If an officer reports for duty and needs to utilize sick time the hours missed will be deducted from his sick bank.

B. An employee shall be allowed to use four (4) accumulated sick days per year for personal business. The employee must receive permission from his supervisor prior to taking a personal leave day off with at least three (3) days prior notice, unless the personal leave is to be used for an immediate emergency. Said personal leave days may be taken consecutively and may be attached to scheduled leave or furlough days.

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

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

SICK LEAVE - Continued

2. Maximum of six (6) sick days shall be paid;
3. Payment shall be made at the rate in effect when money is paid;
4. Days paid shall be deducted from the employee's sick bank;
5. City shall pay for all redeemed sick days on the first pay in March.

D. Effective January 1, 2007, the City shall allow the redemption of an additional six (6) unused sick days earned the previous year, deducted from the employee's sick leave bank if they have taken no sick days off the previous year. This payment will not be included in final average compensation. This provision is to be effective for payments beginning in 2007 based upon attendance in calendar year 2006, subject to the provision in paragraph C above.

ARTICLE 11

ON-THE-JOB INJURY

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

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

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

ARTICLE 12

SICKNESS AND ACCIDENT INSURANCE

The City shall provide a sickness and accident insurance plan whereby employees will be provided with benefits amounting to fifty percent (50%) of their base pay for a maximum of fifty-two (52) weeks upon the first (1st) day of accident or inpatient hospitalization (includes outpatient surgery) or the sixteenth (16th) calendar day of sickness. On the sixteenth (16th) day of such

SICKNESS AND ACCIDENT INSURANCE - Continued

absence, employees may choose to be covered by the insurance provided herein or may, at their option, continue to utilize their sick bank. While receiving insurance benefits, employees may choose to have a deduction of one-quarter (1/4) of a sick day or one-quarter (1/4) of a vacation day for each day of benefits to supplement the insurance payments.

ARTICLE 13

VACATIONS (FURLOUGH)

A. All employees shall receive two 10-day vacation periods with pay after one year of continuous service with the Department.

B. The summer vacation period shall be May 1 through October 31. The winter vacation period shall be November 1 through April 30. Vacations shall be picked within the individual watch or platoon and within the division or unit by seniority in rank with each rank picking separately. There shall be at least one separate vacation slot available for each rank. This provision shall apply to all personnel in the bargaining unit, except for the Captain in Administration who shall select together, and Executive Lieutenants who shall not select a vacation which conflicts with the Captain to whom they are assigned.

C. All employees shall be eligible for vacations according to the following schedule:

1 through 10 years of service.	two 10-day furloughs
11 years of service.	one 10-day and one 11-day furlough
12 years of service.	one 10-day and one 12-day furlough
13 years of service.	one 10-day and one 13-day furlough
14 years of service.	one 10-day and one 14-day furlough
15 years of service.	one 10-day and one 15-day furlough
16 years of service.	one 11-day and one 15-day furlough
17 years of service.	one 12-day and one 15-day furlough
18 years of service.	one 13-day and one 15-day furlough
19 years of service.	one 14-day and one 15-day furlough
20 years of service or more	two 15-day furloughs

Notwithstanding the above schedule, Dispatch Supervisors shall receive the number of vacation days as provided in the GELC Local 227 contract for continued or continuous service employees

VACATIONS (FURLOUGH) - Continued

as of June 30, 1987. Said days shall be frozen and there shall be no reduction. Provided, however, any further increases in Dispatch Supervisor vacation days after July 1, 1987 shall be in accordance with the W.P.C.O.A. schedule. Single furlough days do not constitute a dispatcher being on vacation.

D. An employee shall not be permitted to bank vacation time from one period for use in the next without permission from his designated commanding officer, which permission will not be unreasonably withheld, except that any employee who is off due to illness of any nature during his regularly scheduled vacation may carry over his last due vacation if he cannot reschedule his vacation. Provided further, permission will not be unreasonably withheld to enable an employee to achieve maximum vacation fold-in under Article 13(E)(2) prior to retirement.

E. Vacation Accrual System:

1. Employees shall accrue vacation time in accordance with the formula set forth in Appendix A. All employees on the payroll as of July 1, 1982 shall receive retroactively from date of hire an adjustment for any vacation time they did not receive but should have accumulated under this biweekly accrual method. Adjustments to employees' vacation banks shall be made as of August 16, 1984. Each employee shall be provided no later than the 30th day of each month with an updated vacation bank status report which accurately reflects the employee's vacation bank as of the 15th day of each such month.

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

ARTICLE 14

CLOTHING AND CLEANING ALLOWANCE

A. Effective July 1, 2017, All officers shall receive seven hundred fifty dollars (\$750.00) annually for uniforms and equipment. Effective July 1, 2013, the maximum balance an officer will be allowed to accumulate in their clothing allowance will be a total of three (3) years of their earned credit. Uniforms and equipment shall mean all police-related items offered by the clothing

CLOTHING AND CLEANING ALLOWANCE - Continued

vendor and approved by the Department.

B. All newly-hired officers shall be furnished the initial uniforms and equipment designated for their rank. On the first anniversary date of their employment, officers shall receive a prorated amount for the balance of the fiscal year in which their first anniversary date falls.

C. Officers working in plainclothes, regardless of rank, shall receive the annual clothing allowance. Clothing allowance for plainclothes officers shall be on a reimbursement basis. To insure prompt payment, requests for reimbursement must be made in accordance with the Cutoff Date Schedule for the City Council List of Bills procedure. Payment will be made within three (3) days of date of approval of such payment by City Council.

D. The Union may create a Clothing Committee, which Committee shall be empowered to meet with the Police Department administration from time to time to make recommendations with respect to uniforms and equipment.

E. All officers shall receive six hundred dollars (\$600.00) annually as a cleaning allowance to be paid in the last pay period of each June. In the event that an employee is off duty for at least sixty (60) workdays during any fiscal year, this allowance shall be paid on a prorated basis. Upon termination, an employee shall receive payment of all cleaning allowance monies due.

F. The parties agree the uniform allowance for all Dispatch Supervisors shall mirror the uniform allowance received by Dispatchers in the Letter of Understanding dated December 18, 2017, between the City of Warren and the Warren Police Officers Association.

ARTICLE 15

LONGEVITY PAY

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

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

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

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

Eight percent (8%) of base pay after twenty (20) years of service.

Ten percent (10%) of base pay after twenty-five (25) years of service.

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

LONGEVITY - Continued

B. Longevity payments shall be computed upon the base pay of each employee up to a maximum base of thirty-one thousand dollars (\$31,000) per year. The maximum base shall be increased effective July 1, 2007 to thirty-three thousand (\$33,000) dollars per year. Effective July 1, 2008, the maximum base shall be increased to thirty-four (\$34,000) dollars per year.

C. Employees shall receive longevity payments on their first paycheck following completion of the service year with all payments based upon anniversary date.

D. Upon separation of employment, an employee will be entitled to receive a prorated longevity payment of one-twelfth (1/12) of the annual longevity payment for each completed month of service since the last payment.

ARTICLE 16

LIFE INSURANCE

The Employer shall provide all employees with a life insurance policy with a double indemnity clause without cost to the employees. The amount of the policy shall be in an amount equal to the current base pay of the individual member rounded to the nearest \$1,000.00. A four thousand dollar (\$4,000.00) policy shall be provided for employees who retire in the future at no cost to the retirees.

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

1. The Employees can apply for additional coverage in increments of ten thousand dollars (\$10,000) to a maximum of five hundred thousand dollars (\$500,000). Coverage for the spouse is available in increments of five thousand dollars (\$5,000) to a maximum of two hundred fifty thousand dollars (\$250,000). Additional coverage for dependent children is available in the amount of five thousand dollars (\$5,000) per child.

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

ARTICLE 17

HOSPITALIZATION INSURANCE

A. Effective October 1, 2011 and continuing until July 1, 2013, the Employer shall provide a medical insurance plan providing benefits no less than the benefits provided in the Blue Cross-Blue Shield Hospitalization Medical Plan known as Community Blue 3, with a \$20.00 office visit/chiropractic benefit; \$100 ER benefit and a \$5/\$25/\$50 drug card with three tier formulary. Effective July 1, 2013, the Employer shall provide a medical insurance plan providing benefits no less than the benefits provided in the Blue Cross-Blue Shield Hospitalization Medical Plan known as Community Blue 4, with a \$20.00 office visit/chiropractic benefit; \$100 ER benefit and a \$5/\$25/\$50 drug card with three tier formulary.

Prior to October 1, 2011, the Employer shall provide a medical insurance plan providing benefits no less than the benefits provided in the Blue Cross-Blue Shield Hospitalization Medical Plan known as MVF-1 with Master Medical, and including present riders plus a five dollar (\$5.00) prescription rider. The change from a two dollar (\$2.00) to a five dollar (\$5.00) prescription rider shall take effect on date of ratification. As soon as possible following ratification of this agreement, the prescription drug rider shall be a five dollar (\$5.00) prescription deductible for generic prescriptions and twenty (\$20.00) for all non-generic or dispensed as written (DAW) prescriptions for current employees and also individuals in the bargaining unit who retire prior to October 1, 2011. Additionally, the prescription rider increase is not applicable to current retirees who retired prior to ratification. This plan, along with the riders, is to be provided for all employees and their families and retired employees and their families at no cost to the employees or retirees. Effective upon ratification of this Agreement, the one hundred fifty dollar (\$150.00) annual deductible for one person members under Master Medical shall be increased to two hundred dollars (\$200.00), and the three hundred dollar (\$300.00) annual deductible for two or more person members under Master Medical shall be increased to four hundred dollars (\$400.00) for current employees and also individuals in the bargaining unit who retire prior to October 1, 2011.

HOSPITALIZATION INSURANCE - Continued

B. Prior to July 1, 2013, the Employer shall provide all employees with the ML, IMB-OB, and OPC-OPPC Blue Cross-Blue Shield riders, with the premium paid for by the City. One annual routine “non-diagnostic” Pap test shall be provided to employees and retirees which shall not include the cost of the office visit. One annual routine “non-diagnostic” mammogram or prostate exam by a physician and diagnostic facility participating in the City’s plan shall be provided to the employee and retirees, not to include the cost of the office visit. If the exams are administered by a non-participating physician or diagnostic facility, the City shall pay for a portion of the exams which shall not exceed forty dollars (\$40.00) and not include the cost of the office visit.

C. The hospital and medical service plan shall provide for coordinated coverage between any available Federal program (Medicare), benefit, or plan which will in total result in benefits at least the same as those provided under the Blue Cross-Blue Shield Plan presently in effect at no cost to the retiree.

D. Employees and retirees shall have the option once a year, during the open enrollment period, to have medical/hospitalization coverage set forth herein or the Health Maintenance Organization. The Employer will have no obligation to give notice regarding the open enrollment period for retirees; notification will be the obligation of the retiree. Should the cost of the Health Maintenance Organization coverage be higher than said medical/health coverage, the employee or retiree shall pay the difference.

E. The health insurance benefits provided for in this contract are subject to the terms and conditions of the medical insurance plan selected by, or provided to, the employee. The terms and conditions of the HMO’s and the City of Warren Medical Benefit Plan dated October 1, 1986, as amended, and the Operating Agreements which have been provided to the Union are incorporated into the contract by reference. The benefits provided by the City of Warren Medical Benefit Plan dated October 1, 1986, as amended, shall not be less than the benefits provided by the terms and conditions of the Blue Cross Plans referred to in Sections (A) through (D), but in the event any benefit of the City of Warren Plan is less than a benefit of said Blue Cross Plans, the City shall provide such improved benefit.

HOSPITALIZATION INSURANCE - Continued

F. The HMO, currently HAP, is eliminated effective July 1, 2013. Effective October 1, 2011 through July 1, 2013, the HMO shall mirror Community Blue 3 co-pays and have the same drug card.

H. Employees hired before the 25th of the month shall receive medical insurance coverage on the 1st of the following month. Employees hired on or after the 25th of the month shall receive medical insurance coverage on the 1st of the second month following date of hire, subject to the terms and conditions of the plans as provided in Section (F and G) above.

I. Effective upon the ratification of this Agreement, notwithstanding anything herein to the contrary, the City and the WPCOA agree to the following for those members of the bargaining unit who are eligible to receive health insurance benefits under the city's medical plan:

1. Effective July 1, 2006, the City will pay a three thousand dollar (\$3,000.00) cash per year incentive to eligible employees who elect to decline the City's medical plan insurance (health, vision, dental) during the entire year. (The member shall be allowed to participate in the group dental program provided they pay the cost of coverage). The payment will be paid to eligible employees in December of each year. Employees who decline coverage during the year will receive the sum of two hundred fifty (\$250.00) dollars per month payable in December of each year for each full month they did not have coverage.

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

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

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

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

ARTICLE 18

DENTAL INSURANCE/VISION CARE COVERAGE

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

The annual benefit limit for Class I and Class II benefits under the 75/25 Delta Dental Plan shall be increased to one thousand dollars (\$1000.00). Effective July 1, 2006, the annual benefit limit for Class I and Class II benefits shall increase to one thousand five hundred (\$1,500.00). The lifetime maximum per eligible person for Class III benefits shall be Seven Hundred Fifty Dollars (\$750.00). The above improvements will be offered as soon as they are available from the insurance carrier within sixty (60) days of ratification. The increases in the Class I and II benefits shall not be applied retroactively, or made applicable to current retirees.

For individuals in the bargaining unit who retire after September 1, 1994, they shall have fifty percent (50%) of their total monthly premium for 75/25 Delta dental insurance deducted from their monthly pension check should they elect such coverage. The remainder of the 75/25 Delta dental insurance premium shall be paid by the City. This option will be offered to eligible retirees as soon as it is available from the insurance carrier and shall apply to the retiree, the retiree's spouse and the retiree's dependent children.

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

ARTICLE 19

INSURANCE ADVISORY COMMITTEE

A Health Insurance Advisory Committee shall be established consisting of not more than three (3) representatives from each party. The committee shall meet at least one (1) time quarterly to consider health and dental care issues, including issues pertaining to the existing plans, coverage, complaints, the sick and accident plan, workers compensation and alternative health and dental plans. The committee shall have the authority to make recommendations to the City as warranted. No change in existing health and dental benefits shall occur based on any

INSURANCE ADVISORY COMMITTEE - Continued

recommendation without the written, mutual consent of the parties. The committee shall not serve as a substitute for the grievance procedure nor preclude the filing of any grievance. With the consent of the parties, the committee may meet in joint session with representatives from other City bargaining units.

ARTICLE 20

CIVIL LIABILITY

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

ARTICLE 21

FUNERAL LEAVE

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

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

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

FUNERAL LEAVE - Continued

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

Husband	Mother
Wife	Stepmother
Children	Father
Stepchildren	Stepfather

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

ARTICLE 22

LEAVE OF ABSENCE

A. Eligibility Requirements

Employees shall be eligible for leaves of absence after their probationary period is completed. No leave of absence, either paid or unpaid, shall be granted for a period of more than six (6) consecutive months, except as otherwise provided in this Article. Consecutive leaves shall not be granted. An employee shall not be eligible for another leave until twelve (12) months has elapsed since the last day of his preceding leave of absence. No employee on a leave of any type shall accrue vacation, sick leave or other leave time. Requests for all leave time must be approved in advance, in writing, by the department head after the request has been submitted to the employee's immediate supervisor.

B. Application for Leave

1. Any request for a paid or unpaid leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for the leave of absence and the length of time of same.
2. Any request for a leave of absence shall be answered within ten (10) working days.

LEAVE OF ABSENCE - Continued

C. Paid Leaves

1. Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for each day of jury service.
2. Witness Duty: Employees shall be granted a leave of absence with pay any time they are required by subpoena to report as a pertinent witness to appear in court in connection with their job or as a witness in a criminal or civil case when their presence serves the public interest.

Payment shall be made for hours actually served as a witness plus reasonable commuting time. No payment shall be made to any employee whose usual job duties involve testifying in court. Employees shall be paid the difference between any witness fees compensation they receive and their regular wages for each day their service is required.

3. Military Leave: Employees who are in any branch of the Armed Forces Reserve and/or the National Guard will be paid the difference in salary that the employee would have earned with the City and that which he earns during the normal fifteen (15) day annual training period and/or any additional service required by the appropriate authorities due to civil disturbances. Provided, however, that the total service time for which employees will not suffer loss of pay shall not exceed thirty (30) days in any one year. The Employer shall not require reimbursement of monies received by the employee for military service on his regular workdays off provided the City is supplied with the military pay voucher necessary to verify rates of compensation.
4. In addition to accruing seniority while on any paid leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the paid leave of absence was requested.

D. Unpaid Leaves

1. Leaves of absence for a period not to exceed six (6) months, except as otherwise provided for herein, may be granted by the Employer for substantial reasons. The term "substantial reasons" shall be interpreted to include, but shall not be limited to, personal illness; injury; or other disability; family illness; active military service; union business; attendance required at a court trial; or education; if it is determined that such reason adversely affects the employee's job performance. Leaves of absence shall not be granted to permit an employee to engage in other employment or self-employment, or for any other reason not related to job performance.

LEAVE OF ABSENCE - Continued

2. Union Business: Employees elected to any union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, be granted a leave of absence for the duration of their appointment.
3. Public Office: Employees elected or appointed to any public office which takes them
4. from their employment with the Employer shall, upon written request of the employee, be granted a leave of absence for the duration of their appointment.
5. Education: After completing one (1) year of service, any employee upon request may be granted a leave of absence for educational purposes in accordance with the provisions of Paragraph 1.
6. Military Leave: Any employee who enters into active service in the Armed Forces of the United States while in the service of the Employer shall be granted a leave of absence for the period of his military service in accordance with the Veterans' Preference Act.
7. Employees shall not accrue seniority while on an unpaid leave of absence over six (6) months. Employees shall not be entitled to any fringe benefits during the period of the leave. Employees shall not accumulate any service time for fringe benefit computation purposes while on an unpaid leave. Employees shall accrue seniority and retirement service credit while on unpaid leaves of six (6) months or less. Nothing in this paragraph shall contravene the Veterans' Preference Act.

Notwithstanding any provision herein to the contrary, employees on leave for union office or public office shall continue to accumulate seniority for duration of the leave.

ARTICLE 23

JURY DUTY

Employees required to serve jury duty may do so without any loss of wages (limited to eight (8) hours of regular pay) or benefits. Provided, however, an employee shall be required to return to work if released from jury duty for the day more than one (1) hour prior to the end of his assigned shift. Any jury duty fees received by the employee shall be assigned to the City.

ARTICLE 24

EDUCATIONAL INCENTIVE PROGRAM

A. All members, including Dispatch Supervisors, shall be entitled to participate in an educational incentive program under which the City shall pay officers, who have completed four (4) years of service as officers with the Warren Police Department, two hundred dollars (\$200.00) for a Certificate, four hundred dollars (\$400.00) for an Associate Degree in Police Science and/or Police Administration from an accredited college or university. Notwithstanding any amounts received as a member of the WPOA, there shall be a six hundred dollar (\$600.00) annual payment for a Bachelor's Degree. These benefits shall be paid the second payday in August. Upon separation of employment, an employee will be entitled to receive a prorated educational incentive payment.

B. The City will reimburse Dispatch Supervisors for educational costs incurred in furthering educational objectives subject to the following criteria and conditions.

1. Dispatch Supervisors shall obtain prior approval for any educational program from the Commissioner of Police. The Commissioner's decision on which classes are subject to this program shall be final and not subject to the grievance process.

2. The course or program must be reasonably related to the Dispatch Supervisor's work or assignment.

3. Dispatch Supervisors must complete the course with a satisfactory grade of "C". Evidence of successful completion must be submitted along with the request for reimbursement.

4. The City will pay a maximum of five hundred dollars (\$500.00) per year for educational improvement per Dispatch Supervisor.

ARTICLE 25

GUN ALLOWANCE/HAZARD PAY

All officers in the bargaining unit shall be provided annually with a seven hundred and fifty dollar (\$750.00) allowance representing compensation for carrying their weapon for the preceding period July 1 to June 30, to be paid the last pay in June. Effective July 1, 2007, officers shall receive nine hundred fifty (\$950.00) dollars annually. Officers on sickness and accident may be subject to proration and shall be paid no later than the last pay in July. In the event that an officer

GUN ALLOWANCE/HAZARD PAY CONT.

is off duty at least sixty (60) days during any fiscal year, this allowance shall be paid on a prorated basis. Upon termination, an employee shall receive payment of all gun allowance monies due.

ARTICLE 26

RETIREMENT

A. As provided in Chapter 16, Section 16.1 of the Warren City Charter, all officers shall be covered by Act 345 of the Public Acts of 1937, as amended. Provided, however, that the annuity factor for officers retiring after July 1, 1982 shall be increased to 2.5% for each year of service for the first twenty-five (25) years and 1.0% for each year thereafter. Final average compensation shall continue to be computed upon the best three (3) of the last ten (10) years of an officer's service. The method of computing final average compensation shall continue in accordance with past practice, except that employees eligible to retire and who do retire between December 1, 2007 through February 28, 2008 shall have their percentage of final average compensation increased by an additional two (2%) percent, notwithstanding any restrictions or limitations contained in this article, or otherwise. Final average compensation shall include base wage, cost of living allowance, overtime, longevity, holidays, shift differential, education allowance, gun allowance, and any other compensation which was received by an employee each year for work done in that year, and shall also include payments for accumulated sick and vacation time, but shall not include clothing and cleaning allowance.

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

1. Officers who were employed prior to November 7, 1977 to be allowed five (5) years from July 1, 1977 to exercise this option.
2. Officers who were hired after November 7, 1977 to be allowed three (3) years from the date of hire to exercise this option.
3. Repayment to pension system to be made within three (3) years through monthly payroll deductions.

RETIREMENT- Continued

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

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

Officers shall have until June 10, 1991 to exercise their option to buy back military service credit as provided herein, at the pay rate in effect on July 1, 1989. Effective June 11, 1991, officers who have not exercised their option to buy back military service time may buy back prior military service time at the actual cost as determined by the Retirement System's actuary without cost to the City.

C. Officers shall be entitled to "buy back" prior Cadet and Police service time for purposes of accumulating years of service toward retirement. The "buy back" option may be exercised in the same fashion as military time "buy back." Maximum to be three (3) years credit. This option must be exercised by June 10, 1991. Repayment to the pension system shall be made within three (3) years of exercising the "buy back" option through monthly payroll deductions. Employee payment into system to be five percent (5%) of his full-time compensation, at the pay rate in effect on July 1, 1989. Effective June 11, 1991, officers who have not exercised their option to buy back time may buy back prior Cadet and Police service time at the actual cost as determined by the Retirement System's actuary without cost to the City. Effective July 1, 2011, the City will allow the purchase of layoff time at the employee's sole expense for employees laid off on July 1, 1998. The WPCOA agrees that the cost of the actuarial reports will be borne solely by the Association. Members who purchase layoff time and retire prior to October 1, 2011 shall receive health insurance in retirement as if they had retired under the 2006-2009 contract.

D. Effective July 1, 2011, officers shall pay three percent (3%) pension contribution. Employees to receive refund of excess contributions from July 1, 1986 in lump sum. The City shall begin reimbursing the Retirement System for the above employee contributions upon the next regular annual actuarial evaluation. The City's contribution to the defined contribution (annuity) account is reduced to 2% effective July 1, 2011.

E. The parties hereby further agree that the current pension plan or any of its provisions may not be changed, except in those areas which are administrative in their function

RETIREMENT- Continued

and do not change the substantive benefits of the employees. No employee shall suffer a reduction of retirement benefits as a consequence of the signing of this Collective Bargaining Agreement.

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

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

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

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

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

3. The optional annuity withdrawal shall accrue to all officers who become eligible for retirement under the provisions of Act 345 effective July 1, 1982.

4. If an officer retires before twenty-five (25) years of actual service through the use of military service credit, that officer shall not be entitled to withdraw the amount contributed to buy back such military time.

I. The parties agree that the de facto operation of the Retirement System for the employees of the City of Warren, since at least July 1, 1986, consists of a Defined Benefit Plan, commonly referred to as a pension plan and a defined contribution plan, commonly referred to as an annuity plan which plans have been treated by the parties to this Agreement and the Board of Trustees of the Retirement System as qualified plans under the provisions of the Internal Revenue

RETIREMENT- Continued

Code. The parties will continue the qualified status of the two plans within the Pension Trust Fund and agree to take action which may be required by Internal Revenue Service rules and regulations and the tax laws to maintain qualified plan status of the defined benefit plan (pension plan) and the defined contribution plan (annuity plan) under Section 401(a) or any other applicable Section of the Internal Revenue Code. The parties will request, and cooperate with, the Board of Trustees to apply for qualified plan status determination letters for each (i.e., the pension and annuity) of the plans of the Retirement System. It is agreed that, other than additional administrative and processing costs, the actions required by the City pursuant to this Section shall not result in additional costs to the Employer or the Pension Fund. It is further agreed that the provision set forth herein shall not result in diminution or loss of any employee benefits under the Pension Trust Fund.

J. Employees eligible to retire July 1, 2013 through June 30, 2017 with a regular service retirement (voluntary retirement, twenty-five (25) years or more of credited service) and who retire within one hundred twenty (120) days of eligibility or ratification, whichever is longer, shall receive a lump sum payment of five thousand dollars (\$5,000.00).

K. Retirement incentive payments made under Paragraph J above shall be made on the second pension check from the Retirement System and shall not be included in the final average compensation. The City shall begin reimbursing the Retirement System for such payments upon the next regular annual actuarial evaluation.

L. Effective July 1, 1992, and ending June 30, 1996, the cost of health insurance for retirees shall be paid by the Retirement System. The City agrees to fund the system at the rate determined by the actuary on a percentage of payroll on an annual basis. Retirees shall continue to receive all health insurance benefits as currently detailed in Article 17.

M. Effective July 1, 1992 and continuing on July 1, each year thereafter, all WPCOA retirees, or their beneficiary if the retiree is deceased, whose pension is below the equivalency of forty percent (40%) of a top-paid Sergeant's salary shall receive two hundred dollars (\$200.00) cost of living adjustment per year. One-half (1/2) of such payment shall be paid on the pension check received in December and one-half (1/2) on the pension check received in June of each year. On

RETIREMENT- Continued

July 1 of each year, any cost of living adjustments made in the previous year will be added to the retiree's pension and divided into twelve (12) equal payments.

N. Retirement program as outlined in the GELC Local 227 contract will apply to Dispatch Supervisors. Any pension changes negotiated in the GELC Local 227 contract shall also apply to Dispatch Supervisors.

- O. The following shall apply only to officers hired on or after July 1, 2000:
1. The employee pension contribution shall be 5%;
 2. Officers retiring with twenty-five (25) years of service shall not receive annual pension payments in an amount in excess of eighty percent (80%) of base pay at the time of retirement; eighty-one percent (81%) at twenty-six (26) years, eighty-two percent (82%) at twenty-seven (27) years, eighty-three percent (83%) at twenty-eight (28) years, eighty-four percent (84%) at twenty-nine (29) years, eighty-five percent (85%) at thirty (30) or more years.
 3. It is understood that base pay shall not include any benefits, except that where an employee is receiving premium pay in a preferred job for at least twelve (12) months immediately prior to retirement, the applicable base pay rate shall include the premium pay adjustment.
 4. Employees must have twenty-five (25) years of service to obtain retiree health insurance, provided that:
 - (a) Time brought shall equal time served;
 - (b) An employee who has attained the age fifty-five (55) and retires with at least ten (10) years of service shall be eligible for the full retiree health benefit, except that if the employee has other health insurance, the other insurance shall be primary and the City health benefit shall be secondary.
 - (c) There shall be no change with respect to health benefits for employees eligible for a duty or non-duty disability retirement.

In the calculation of the pension benefit only for members of the bargaining unit, wages and other FAC includable benefits received retroactively as part of a contract settlement, or resolution, shall,

RETIREMENT- Continued

where a settlement, or resolution, exceed eighteen (18) months from the expiration of the prior agreement, be applied to the year in which the wages were earned. Where the settlement, or resolution, occurs prior to the expiration of eighteen (18) months, the retroactive wages shall be applied to the year the amounts are paid to the employee. In view of the above, the parties agree to commence negotiations for a successor agreement, in good faith, on or before March 1, 2006. This provision shall not effect actual payment of retroactive wages and benefits. This provision will become effective only upon the expiration of this Agreement.

P. Dispatch Supervisors hired before July 1, 2000 shall have the option to remain in the existing Defined Benefit Pension Plan applicable to Dispatch Supervisors or to participate in the Defined Contribution Pension Plan as set forth below and in accordance with the funding options contained in paragraph 3. The defined benefit program applicable to Dispatch Supervisors is set forth under the provisions of the General Employees Retirement System as amended, or modified, by the 1999-2003 AFSCME Local 1250 collective bargaining agreement.

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

10% City contribution

4% Employee contribution

While the 401(A) Defined Contribution Pension Plan benefits are mandatory for new Dispatch Supervisors, the benefits shall be an option for current dispatcher supervisors who may choose to convert their defined benefit pension rights to the Defined Contribution Pension Plan. Said plan shall be in lieu of the defined benefit pension plan benefits. The conversion of benefits to the Defined Contribution Pension Plan shall be done using the actuarial equivalent of the pension

RETIREMENT- Continued

payable at the earliest eligibility date for normal retirement, reduced to the present value at the time of the transfer. Other assumptions for valuation include the use of the 1984 group annuity mortality table with a 50/50 unisex mix. Values are discounted to current age, using only interest at 7.5%. Final average compensation for purposes of computing transfers shall be calculated as follows:

- 0 to 3.0 years credited service – current base pay plus 5%
- 3.1 to 9.0 years credited service – current base pay plus 10%
- 9.1 to 18.0 years credited service – current base pay plus 15%
- 18.1 or more years credited service – current base pay plus 19%

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

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

- 15% City contribution 3% Employee contribution

3. The City shall provide a voluntary employee benefit association (VEBA) trust as a disability fund for the Defined Contribution Pension Plan. A member who transfers into the Defined Contribution Pension Plan shall retain the same disability pension benefit as presently exists; however, the City shall have the option of substituting a disability insurance policy with a benefit that is equivalent to the amount of disability pension that the member is entitled to under the Defined Benefit Pension Plan. The full premium cost shall be borne by the City, and maintained in effect until the date the member leaves the employ of the City, or retires. The City's liability for the disability benefit shall be offset: (1) by any amount which may be payable pursuant to the Workers' Compensation Act, if applicable; and (2) by the lifetime annuity value of the employee's 401 (A) defined contribution retirement account, determined as of the effective date of the employee's disability-related separation from service. The member, at his option, may secure

RETIREMENT- Continued

additional coverage on a contributory basis under a Section 125 flexible benefit plan. The program will expressly be subject to the rules and regulations of the insurance carrier.

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

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

Q. The Retirement System provides benefits in accordance with Public Act 345 of 1937, as amended, and the Collective Bargaining Agreement. Act 345 recognizes that retirement benefits are a mandatory subject of collective bargaining and that the provision of Act 345 may be amended by agreement of the parties. The parties acknowledge and agree that the payment of pension and health care benefits for retirees are financial obligations of the City for which the City appropriates Act 345 millage assets. The parties agree that the annual Act 345 appropriations shall continue to be allocated to fund the pension obligations with the balance of such amounts to be allocated to pay and pre-fund the costs of retiree health care which funds shall be held in trust and administered by members who serve on the Retirement Board. It is agreed that retiree health insurance becomes a retirement benefit upon the retirement of the employee. Upon retirement, retiree health insurance cannot be changed. The City shall maintain funding for the pension system at the level of one hundred percent (100%). In the event that the actuarial evaluations as of December 31 of any year shows funding to be at a level less than one hundred percent (100%), the City shall have twelve (12) months from receipt of the evaluation by the City to bring funding back up to the one hundred percent (100%) level. A special levy for police pensions may be used to fund health care for retired WPCOA members.

R. Any members of the bargaining unit hired by the City of Warren, on or after July 1, 2001, shall maintain any pension or retiree health care benefit brought with them through their affiliation with the WPOA.

ARTICLE 27

PROMOTION EXAMINATION PROCEDURE

A. All promotional examinations shall be governed by the provisions of Act 78 of the Public Acts of 1935, as amended.

B. Promotions to the rank of Lieutenant shall be predicated upon results of a written examination valued at 60% of the total score; an inside oral valued at 20% of the total score and consisting of a five-person board with high and low scores discarded; and an outside oral valued at 20% of the total score and consisting of a three-person board.

C. Seniority points will be added to the total scores and will be calculated in the following manner: $\frac{1}{2}$ point per year for each year of Department service and an additional $\frac{1}{2}$ point per year for each year in grade/rank to be figured on a monthly basis of $\frac{1}{24}$ of a point for each completed month of service.

E. Promotional lists shall run consecutively. A new promotional list shall be deemed effective upon expiration and/or exhaustion of the prior promotional list (no gap).

ARTICLE 28

TRIAL BOARD HEARINGS

All employees appearing before a Department Trial Board shall have the rights of appeal as provided in the grievance procedure of this Agreement.

ARTICLE 29

GRIEVANCE PROCEDURE

A. A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by an employee in the bargaining unit or policy grievances by the Union. Grievances are limited to matters of interpretation or application of express provisions of this Agreement and memorandums of understanding executed by the parties which state that they are subject to the grievance procedure.

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

C. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances

GRIEVANCE PROCEDURE - Continued

in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

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

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

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

Step 1.

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

Step 2.

If the matter is not satisfactorily settled by oral discussion at Step 1, a grievance may be submitted in written form by the unit representative to the Commissioner. The written grievance shall set forth the nature of the grievance, the date of the matter complained of, the name(s) of the employee(s) involved, so far as diligent effort will allow, and the provisions of the Agreement, if any, that the grievant claims have been violated. The Commissioner will hold a meeting with the members of the Grievance Committee which will be held within seven (7) days after referral to this

GRIEVANCE PROCEDURE - Continued

step to discuss the grievance. If not satisfactorily adjusted at this meeting, the Commissioner shall give his written answer within seven (7) days of the meeting.

Step 3.

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

Step 4 - Arbitration.

1. Any unresolved grievance, having been processed through Step 3 of the grievance procedure, may be submitted to arbitration by either party in accordance with this Article. The right to proceed to arbitration shall exclusively be held by the Union and the City only. Arbitration shall be invoked by filing a demand to arbitrate with the American Arbitration Association or Federal Mediation and Conciliation Service within the time limits hereinafter provided.

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

- a. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement.
- b. Granting any wage increases or decreases.
- c. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement. This shall not be the case, however, with regard to grievances over wages, hours, or other terms and conditions of employment which were made effective prior to the execution date of this Agreement.

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

GRIEVANCE PROCEDURE - Continued

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

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

6. The right of either party to invoke arbitration over an unadjusted grievance is limited to a period of forty-five (45) days from the final action taken on such grievance under Step 3 of the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the City.

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

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

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

10. All records, reports and other information pertaining to a grievance which the requesting party seeks to utilize in an arbitration proceeding shall be made available for inspection by the requesting party within ten (10) days from written request to the Labor Relations Director for the Employer or the President for the Union, or twenty (20) days prior to the arbitration hearing, provided a request for a specific document(s) is made in a timely manner. Failure to provide the requested information shall preclude the party from whom it was requested from introducing it as evidence in arbitration. Provided, however, this provision shall not preclude either party from making subsequent requests or providing additional information. Neither party shall have ex-parte communications with the arbitrator at any time concerning the factual merits of the case, and copies of all written correspondence between a party and the arbitrator shall be provided in a timely manner to the other party.

GRIEVANCE PROCEDURE - Continued

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

G. Notwithstanding any other provisions herein, individual employee(s) may present their own grievances to the Employer and have them adjusted without the intervention of the Union; providing, however, that the Employer has given the Union notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of this Agreement.

H. Policy grievances may be submitted by the Union to the second or third step of the grievance procedure.

I. In instances where the subject matter of the grievance lies within the jurisdiction of specific City agencies (e.g., Payroll, etc.), the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3; provided, however, that in such cases an informational copy of the grievance will also be filed with the Labor Relations Department.

ARTICLE 30

UNION BUSINESS

A. The City agrees to provide three (3) days per contract year for three (3) representatives of the Union to attend conventions and/or labor seminars without loss of pay.

B. The Union shall be represented in contract negotiations with the City by a committee comprised of not more than five (5) members of the Union, plus, if it chooses, any outside person or organization designated by the Union as its official representative. No more than one (1) of the Union members of the committee may be from the Investigative Services Bureau. Not more than one (1) of the Union members of the committee may be from the same platoon of the Uniform Division of the Road Patrol Division. Voluntary transfers shall be permitted to accommodate the provisions of this Article. If voluntary transfers cannot be accommodated, the members shall be permitted to remain on the bargaining committee. Members of the bargaining unit shall be excused from their regularly scheduled shift on the days which have been scheduled (as agreed to by both the WPCOA and the City) for bargaining meetings. Platoon One bargaining committee

UNION BUSINESS - Continued

members will be excused the following day after negotiations. If negotiations go into other than normal hours, the City will make the proper arrangements. In the event a negotiation meeting is canceled by the City more than twenty-three (23) hours from its scheduled time or canceled by the Union at any time, the bargaining unit members who are otherwise scheduled to work shall report to their regular shift.

C. The Association shall be provided a total of five (5) days with no loss of pay to conduct Association business.

ARTICLE 31

SENIORITY

A. Seniority shall be determined first by the employee's rank, date of rank, and finally by the officer's length of service in the Department. Provided, however, that if time in rank is equal then the Police and Fire Civil Service eligibility list by which those officers were promoted shall prevail regardless of Department seniority. In the case of Dispatch Supervisor, seniority commences with the date of hire as a Dispatch Supervisor with the City of Warren. Dispatch Supervisors shall serve a six (6) month probationary period from date of hire as a Dispatch Supervisor. Time spent in the Armed Forces on military leaves of absence and time lost because of duty-connected disabilities shall be included, except as provided in Article 22 herein.

For the purposes of this Agreement, new employees shall acquire seniority upon completion of their probationary period.

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

1. He is reduced in rank for cause (in-grade seniority only).
2. He resigns.
3. He is dismissed and not reinstated.
5. He retires.

C. The seniority provisions of this Article shall apply for purposes of transfers, shift assignments, and matters of similar import, but shall not apply where inconsistent with other Articles of this Agreement incorporating certain provisions of Act 78 of the Public Acts of 1935, as amended.

SENIORITY - Continued

C. Notwithstanding the provisions of this Article, the person who is elected as President of the Warren Police Command Officers Association shall be considered to stand as number one on the seniority list for shift selection purposes only.

ARTICLE 32

LAYOFFS

A. When there is an impending reduction in force within the bargaining unit, the City shall immediately inform and consult with the Union as soon as there is any possibility of said reduction in force.

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

ARTICLE 33

TRANSFERS AND SHIFT ASSIGNMENTS

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

A. Job assignments shall be made in order of rank seniority, except as provided in Section J, from a list established for this purpose by the Department.

B. When the department anticipates an assignment opening, it shall post the assignment for a period of ten (10) days. The eligibility list shall be effective for a period of thirty (30) days. The department shall fill the posted job by seniority from the posted list. In the event that there are no transfer requests the position will be filled by reverse seniority.

The Department shall, at its discretion, conduct an interview and/or an objective written pass/fail test for the purpose of determining whether the applicants meet the posted qualifications. Notification of a written objective test shall be included in the job posting. Said posting shall also identify the materials from which said written objective test is based. The Department shall provide said materials to the applicants in an equalized fashion. The Department shall determine whether or not an applicant either meets or fails to meet the posted qualifications. Any applicant who fails to meet the qualifications may submit the matter to the grievance procedure in order to show that said determination was unfair, arbitrary or capricious. In the event

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

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

If none of the fifteen (15) most senior applicants passes the test or accepts the assignment, the remaining applicants (15 at a time) shall be given the opportunity for testing. The list (from original posting of eligibility list) shall remain in effect for one (1) year or until all applicants have had the opportunity for testing and the list has been exhausted, whichever occurs first. Testing under Paragraph B shall take place among persons on the assignment lists only when it is anticipated that there shall be a position vacancy.

C. In posting for each job, the Department agrees to create and maintain job descriptions including rank designations clearly specifying the functions, duties and requisite skills and abilities for each supervisory position.

D. Any officer accepting a job assignment may be removed for unsatisfactory performance during an initial one hundred twenty (120) day performance evaluation period. Any officer removed from the position during said period shall, upon request, be advised of the reasons for same in writing.

E. Except as provided above, any officer accepting a job assignment shall remain in that assignment for a minimum period of at least one (1) year unless otherwise agreed by the Employer and the Union.

F. 1. The listing of officers filing written requests for the job for each posting as set forth above shall remain in effect for a period of one (1) year from the date the job was initially posted.

2. From among applicants who have met the posted qualifications for an assignment, a list shall be established in order of rank seniority, with the highest rank seniority applicant receiving the assignment.

3. The officer entitled to an assignment must provide his/her acceptance to the office of the Chief of Police within twenty-four (24) hours after actual notice. The failure to accept or

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

respond within the time period shall be deemed a rejection. Issues regarding actual notice may be presented at a special conference attended by the Commissioner or designee, and the W.P.C.O.A. President, or designee. If a dispute over actual notice is not resolved at the special conference, the matter may be submitted to the grievance procedure by the W.P.C.O.A.

4. When an officer declines a position he/she is removed from the eligibility list and the position is offered to the next eligible officer.

5. All officers who have filed written requests for a job and are on an established list shall, upon notification by the Department, accept or decline the position offered. Failure to reply will be considered a declination.

6. The Department will notify at least the first officer from an established list, and may, at the Employer's discretion, notify additional officers from the established list. When an officer declines a position, he or she will be removed from the eligibility list and the position will be offered to the next eligible officer. Those officers who accept in writing, but are not selected, shall not be considered as having declined the position.

G. The Department may make temporary assignments of officers which shall be limited to ninety (90) days. Such temporary assignments shall not create a preference for that officer in permanently filling the position. In no event will temporary assignments be used to evade the posting and selection procedure set forth below.

H. 1. Shift assignments shall be made in accordance with the preference of each individual member as controlled by seniority, except in those cases where the effectiveness and efficiency of the Department require otherwise. The Department may assign the member of the Patrol Services Bureau having the least seniority in excess of one (1) year. In any departure from stated preferences, any member shall upon request be informed of the reasons for same in writing.

2. When a member transfers into a division where shift selections apply, that member shall be allowed to complete a "Shift Preference Sheet," and then be considered along with other applicants based on seniority in rank and shift preference.

3. In the event there are openings available on more than one shift, the same procedure shall apply.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

4. Once a member has been placed on his primary shift selection, he is to remain in that shift until the following shift selection.

5. If there are no openings available on a particular shift, no members shall “bump” a member of that shift, regardless of seniority in rank, until the following shift selection period. For example, if there is an opening on the midnight shift, and no members apply for that opening, the member transferring in must go to the midnight shift opening and cannot “bump” a member with less seniority in rank from one of the other two shifts until the next shift selection period.

6. Officers who transfer into the Road Patrol Division of the Patrol Services Bureau after the shift selection period, and prior to the implementation of the shift assignment, shall be allowed an opportunity to select a primary and secondary shift choice as if they had been assigned to the Road Patrol Division of the Patrol Services Bureau during the shift selection period.

The Department shall then realign to accommodate the shift preference of the officer who is transferring into the Road Patrol Division of the Patrol Services Bureau, based upon that officer's seniority as it affects the shift selection process.

Officers who were assigned to the Road Patrol Division of the Patrol Services Bureau during the shift selection period, and who were offered an opportunity to select a primary and secondary shift selection, are to be held to their primary and secondary choice. No changes in the document submitted will be allowed after the date specified by the Department ending the shift selection period.

For purposes of clarification, the following definitions are provided:

Shift Selection Period: That time period, as determined by the Department, where officers are offered an opportunity to select a primary and secondary shift selection.

Shift Assignment: A one (1) year period, to begin on a date determined by the Department, that an officer works on a designated shift as determined by seniority through the shift selection process.

I. 1. All officers shall be provided with reasonable advance notice before any transfer or shift assignment is effectuated. In any case where an officer is denied a transfer after having requested same, or is transferred without having requested same, the written reasons for same shall be provided and discussed with the officer, if so requested.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

2. When an officer is involuntarily transferred for reasons beyond his control such as job elimination, that officer shall be allowed to return to the position he previously held, providing he has more seniority in rank than the officer presently holding that position.

3. The above guidelines are intended for transfers in general but situations may arise that do not fit these guidelines. In those situations, the transfers will be decided on their own merits.

J. Captains and their Executive Lieutenants, SID Lieutenant, SID Sergeant, Sergeant(s) in the Detective Bureau, Special Operations Supervisor, Staff Sergeant and one (1) of two (2) SRT Sergeants are exempt from this Article and may be filled with the Employer's discretion subject to the procedure contained in Section M below. Should the Employer decide to create a separate position of Internal Affairs Lieutenant or the position known as COMET, they shall be filled under Sections J and M.

K. In the event that any new positions are created, the parties shall negotiate whether the new position falls under Section A or Section J of this Article.

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

M. 1. In the event the Employer selects a less senior officer to fill a position under Section J above (except Captains) and an officer with greater seniority who has filed a written request for that position is bypassed in the selection, that bypassed, senior officer may demand that a Transfer Board be impaneled to decide if the selection for said transfer was valid or invalid. The Board shall be impaneled forthwith. An employee not given a transfer to a position covered by Article 34(J) who requests a Transfer Board, shall be given the opportunity to appear before the Board and make such oral comments as the employee deems advisable. If more than one employee is affected by the transfer, their cases may be consolidated before one Transfer Board.

TRANSFERS AND SHIFT ASSIGNMENTS - Continued

2. The Transfer Board shall be selected by the Commissioner and shall consist of two (2) officers maintaining the same rank as the contested position and two (2) other command or supervisory officers within the bargaining unit. Members shall not serve on two consecutive Transfer Boards.

3. The Transfer Board may affirm or reverse the original selection. In the event of a tie vote by four (4) members, the Commissioner will act as the fifth vote. The decision of the Panel or the Commissioner (in the event of a tie) shall not be a matter for the grievance procedure and shall be binding on all parties.

ARTICLE 34

EMPLOYEE RIGHTS

Each member of the bargaining unit shall be guaranteed the following rights, but this Article shall not be construed as a section of limitation:

A. 1. The City shall not discriminate against members of this bargaining unit on the basis of race, creed, color, sex, national origin, political affiliation, age or handicap as prohibited in any applicable federal, state or local statutes, ordinances or policies. Further, the City shall not discriminate against members of the bargaining unit in the administration of the terms and conditions contained in this Collective Bargaining Agreement.

2. Notwithstanding the above provisions, the Commissioner shall have the right to assign members of the bargaining unit to additional training at his sole discretion.

B. No member of the bargaining unit shall be removed, discharged, reduced in rank or pay, suspended or otherwise disciplined except for just cause, and in no event until he shall have been furnished with a written statement of the charges and the reasons for such actions, and, notwithstanding the language contained in Section 14 of Act 78, MCL 38.514, pertaining to the filing of disciplinary charges, all charges shall be void unless filed within ninety (90) days from the date the Department had knowledge, or should have had knowledge, that the violations occurred.

Before a written reprimand is placed in an employee's file or other discipline imposed, it shall be explained by the supervisor to the employee and receipt of a copy thereof shall be acknowledged by the employee on the file copies. Written reprimands shall be removed from the employee's file upon the request of the employee, (which request shall not become part of the

EMPLOYEE RIGHTS, continued

employee's file), after two (2) years if there is no additional disciplinary action taken within the said two-year period. The request and written reprimand shall be returned to the employee within ten (10) days of request. Regardless of whether a request for removal of a written reprimand has been made, the Employer shall not consider any written reprimand more than two (2) years old, provided no additional disciplinary action has been taken within said two-year period. Any employee upon retirement may request to have written reprimands, but no other disciplinary action, removed from his personnel file, notwithstanding the two-year rule.

C. Any disciplinary action taken by the Commissioner of Police or his representative may be appealed by the employee as a grievance which shall be entered at Step 2 of the grievance procedure. In the event the matter is not satisfactorily resolved, the employee shall have fifteen (15) days to appeal the matter, either through the grievance procedure at Step 3 or to the Civil Service Commission, but not both, as provided in Section I herein. In the event the Union elects the grievance procedure, the Union shall decide whether the grievance be submitted to arbitration.

D. Every appeal shall be a total review of guilt or innocence as well as severity of penalty, but in no event shall any penalty be increased from that originally rendered.

E. In all cases of disciplinary proceedings, the employee to be interrogated may, if he so desires, have a Union representative present during such interrogation as an observer/advisor.

Such representative shall not, however, impede the progress of the interrogation. In all cases the Employer shall advise the employee of his right to have a Union representative present. Nothing in the foregoing shall abridge the right of the commanding officer to counsel, advise or admonish in a civil tone an employee under his command in private.

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

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

EMPLOYEE RIGHTS, continued

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

F. Any employee being questioned as part of an official Department investigation shall have the same rights granted to police officers in the lower unit.

G. An employee shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross-examine all witnesses against the employee.

H. Any employee shall have the right to examine any and all personnel files maintained by the Employer in accordance with the provisions of the Bullard-Plawecki Employee Right to Know Act, being Act 397 of the Public Acts of 1978.

I. Provided, however, that an employee shall have the option to appeal any disciplinary action taken by the Commissioner by following the procedures set forth in the provisions of Act 78, Public Acts of 1935, as amended, or in the case of Dispatch Supervisors, City Civil Service, as amended, or the aforementioned grievance/arbitration appeal provision, but not both. If an employee files a grievance involving an issue within the jurisdiction of the Civil Service Commission, either the City or the Union may reject the decision of the Commission, and if the Union wishes to pursue the matter, the Union shall within ten days, submit the grievance to arbitration for de novo hearing. The Arbitrator shall not be made aware of the prior Civil Service proceedings.

ARTICLE 35

RANDOM DRUG AND ALCOHOL TESTING

The City of Warren Police Department Random Drug and Alcohol Testing Policy will be published as a separate document, but incorporated herein by reference.

ARTICLE 36

EXEMPT POSITION

A. The parties agree that the Deputy Commissioner (formerly Police Chief) will be an exempt position from the bargaining unit.

B. Beginning on July 1, 2002, the Mayor shall be entitled to appoint all Captains in the event of a vacancy or retirement. The appointment shall be made internally and from no lower than the rank of Lieutenant. The position, and the employee appointed to that position, shall remain part of the bargaining unit and shall otherwise be subject to all rights and conditions contained in the collective bargaining agreement except that the employee so appointed shall have his or her seniority in the Lieutenant's rank frozen for all time spent in the appointed position.

Within ten (10) working days' notice a Lieutenant, appointed hereunder to the Captain's position, may withdraw or be removed from that position either voluntarily or involuntarily. He/she shall be returned to his/her former Lieutenant's rank. The return of said officer to his/her former Lieutenant's rank shall not result in any other bargaining unit officer suffering a reduction in rank. The returning officer may use his/her previously frozen seniority in rank to select an open position but current postings will prevail. Upon an officer's return to his/her Lieutenant's rank, he/she shall be paid the prevailing contractual wage for the rank and position.

C. The Mayor shall have the right to appoint either the Police Commissioner or the Deputy Police Commissioner from outside the City of Warren Police Department. In the event that the Mayor chooses to appoint the Police Commissioner from inside the city of Warren Police Department then he shall have the right to appoint the Deputy Police Commissioner from outside the City of Warren Police Department.

It is understood that in the event that a Police Commissioner or Deputy Police Commissioner who was appointed from the bargaining unit, is voluntarily or involuntarily removed from their exempt position, they will be afforded the same rights to return to the bargaining unit as currently exists for an appointed Captain in Article 36, Paragraph B.

ARTICLE 37

GENERAL PROVISIONS

A. For the purposes of any and all benefit calculations relevant hereto, a member shall be considered to have worked a full month if the member has worked through the 15th day of any such month.

B. Pronouns of masculine and feminine gender include each other.

ARTICLE 38

REOPENING OF CONTRACT

It is hereby agreed by the Employer and the Union that any and all terms of this contract shall be opened for additions or omissions at any time before its expiration upon agreement of both parties. This Agreement shall supersede any Department rules, regulations and/or policy statements, as well as City ordinances or resolutions which are inconsistent therewith.

ARTICLE 39

SAVINGS

Should any part of this Agreement or any supplement thereto be rendered or declared illegal or invalid by legislation or decree of a court of competent jurisdiction, such invalidation shall not affect the remaining portions of this Agreement, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

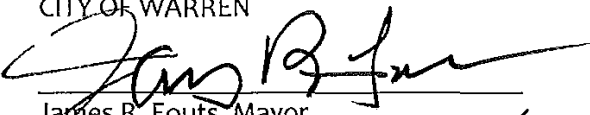
ARTICLE 40

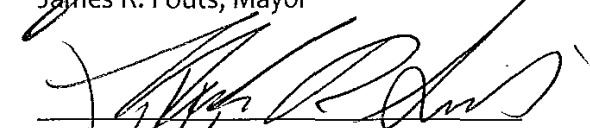
DURATION OF CONTRACT

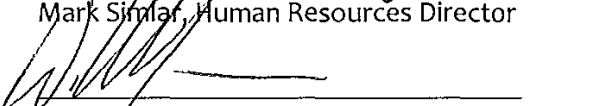
It is agreed between the respective parties that this contract shall continue in full force and effect from 12:01 a.m., July 1, 2017 until 11:59 p.m. on June 30, 2020.

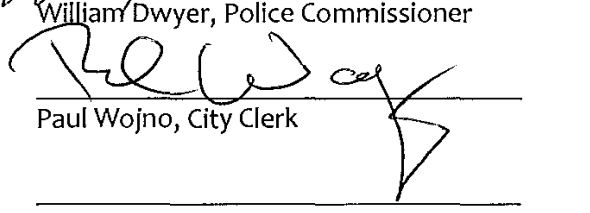
IN WITNESS THERETO, the undersigned parties have set their hands this 21 day of December, 2018.

CITY OF WARREN



James R. Fouts, Mayor

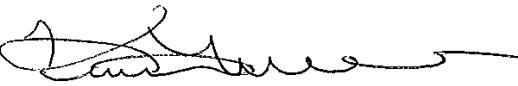

Mark Simlar, Human Resources Director

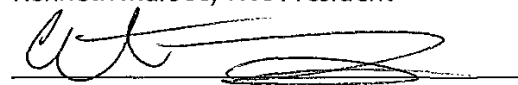

William Dwyer, Police Commissioner

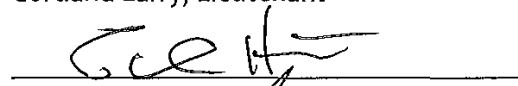

Paul Wojno, City Clerk

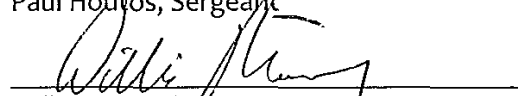
WARREN POLICE COMMAND
OFFICERS ASSOCIATION


Lawrence Garner, President


Kenneth Marsee, Vice President


Cortland Larry, Lieutenant


Paul Houtos, Sergeant


William Reichling, Sergeant

APPENDIX A

<u>Length of Service</u>	<u>Vacation Accrual Schedule</u>	
	<u>Daily</u>	<u>In 12 Months</u>
0 through 10 years of service	.054794521	20
At beginning of 11 th year of service	.057534247	21
At beginning of 12 th year of service	.060273973	22
At beginning of 13 th year of service	.063013699	23
At beginning of 14 th year of service	.065753425	24
At beginning of 15 th year of service	.068493151	25
At beginning of 16 th year of service	.071232877	26
At beginning of 17 th year of service	.073972603	27
At beginning of 18 th year of service	.076712329	28
At beginning of 19 th year of service	.079452055	29
At beginning of 20 th year of service	.082191781	30

APPENDIX B

VISION CARE COVERAGE

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

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

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

Co-payments

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

- \$5.00 co-payment for vision exams.

- \$7.50 co-payment for lenses and frames or medically necessary contact lenses. When you receive vision care from a nonparticipating provider, payment is limited to:

 - 75% of the approved amount (usual and customary), less your \$5.00 co-payment for vision exams.

 - A predetermined amount for lenses and frames.

Vision Care Benefits

Vision care benefits are payable once every 24 months. Vision care benefits include:

- Internal and external eye exams.

- Glaucoma testing.

- Cost and fitting of one of the following, but not both:

 - standard size lenses and frames (single, bifocal or trifocal vision); or

 - contact lenses (maximum payment for non-medically necessary lenses is \$35.00).

Any additional cost for the following items is your responsibility:

- Contacts, tinted or special lenses (greater than 65mm in diameter).

- Oversized or, "fashion" lenses (greater than 65mm in diameter).

- Anti-reflective, photo-sensitive lenses or sunglasses.

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

VISION CARE COVERAGE CONT.

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

Exclusions

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

Medical or surgical treatment.

Lenses and frames or contact lenses ordered prior to your effective date of coverage or delivered more than 60 days after your coverage ends.

Drugs or medications for any purpose other than a vision examination.

Special procedures such as vision training or subnormal vision aids.

Vision testing, lenses or frames for any conditions, disease, ailment or injury related to your employment or an act of war.

APPENDIX C

BUY AMERICAN PLEDGE

This Letter of Understanding is made and entered into this 15th day of July, 2013, by and between the City of Warren (hereinafter "City") and GELC Local 227 (hereinafter "Union").

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

Buy American – The parties agree that in an effort to support the domestic auto and supplier industry and dealerships help revitalize the U.S. auto industry, every time any bargaining unit member purchases or leases a domestically made Chrysler, General Motors or Ford Motor Company vehicle while this Letter of Understanding is in effect, the City shall pay to said bargaining unit member one \$100, up to a maximum of two (2) vehicle purchases, through the employee's payroll check.

/s/ Mark R. Simlar
Mark R. Simlar
Human Resources Director

/s/Lawrence Garner
Lawrence Garner
President
Warren Police Command Officers Association