

3455

6/30/98

Agreement Between
CITY OF MOUNT CLEMENS
and
MOUNT CLEMENS POLICE OFFICERS ASSOCIATION
Affiliated with Police Officers Labor Council
July 1, 1994- June 30, 1998

Mount Clemens, City of

3455

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 2nd day of October, 1995 became effective July 1, 1994 between the City of Mount Clemens, Michigan, a Municipal corporation, hereinafter referred to as "Employer" or "City", and the Mount Clemens Police Officers Association, Inc., existing under the laws of the State of Michigan, hereinafter referred to as "Association" or "Union".

WITNESSETH:

WHEREAS, the parties have heretofore entered into a Collective Bargaining Agreement for the period July 1, 1994, through June 30, 1998 and in contemplation of the expiration of such agreement they have conducted negotiations for a new Collective Bargaining Agreement and have arrived at an understanding which they desire to set forth hereafter.

WHEREAS, the parties now desire to set forth in writing the terms, conditions, rates of pay, fringe benefits, and all other pertinent matters pertaining to Collective Bargaining Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

ARTICLE I RECOGNITION

The City of Mount Clemens recognizes the Mount Clemens Police Officers Association, Inc., as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Act of 1947, as amended by Act 379 of the Public Acts of 1965, for all police officers below the rank of Sergeant. This excludes all employees funded under any Federal program designed to replace C.E.T.A. The City will negotiate with the association on items relating to rates of pay, wages, hours, and conditions of employment.

ARTICLE II UNION SECURITY

- A. The City shall deduct as dues from the pay of each employee from whom it receives an authorization to do so, the required amount for payment of union dues, fees, and assessments. The sums and a list of employees authorizing and not authorizing (with reasons therefore) shall be forwarded to the Union office within thirty (30) days after such collections have been made.

- B. Membership in the union is not compulsory. Employees have the right to join, not join, maintain, or drop membership in the Union as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee in regards to such matters.
- C. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she receives equal benefits. The Union is required to represent all employees in the Bargaining Unit fairly and equally, without regard to whether an employee is a member of the Union. This Agreement has been executed by the Employer. Accordingly, it is fair that each employee in the Bargaining Unit pay his/her own way and assume his/her fair share of obligation along with the grant of equal benefits. The terms of this Agreement have been made for all employees of the Bargaining Unit, and not only for members of the Union.
- D. As a condition of employment, and in accordance with the policy set forth under Paragraph A, B, and C of this Article, all employees shall pay to the Union, the employee's exclusive bargaining agent and representative, an amount equal to that paid by other employees in the Bargaining Unit who are members of the Union. This shall be limited to an amount of money equal to the Union's regular and usual initiation fee and its regular and usual membership dues. For existing employees, such payments shall commence thirty-one (31) days following the execution of this Agreement. For new hires, such payments shall commence thirty-one (31) days after completion of basic training.
- E. In consideration of the Employer's entering into this Collective Bargaining Agreement, which includes in this Article an Agency Shop provision, the Union hereby agrees to indemnify the Employer and hold it harmless from any and all claims, liabilities, or costs of the Employer which arise out of entering into or enforcement of said provision or which arise out of the payroll deduction of Agency Shop fees. It is not intended that the Union should bear any of the costs of collecting dues under the check-off contained in this Collective Bargaining Agreement.

ARTICLE III PERSONNEL FILE

Personnel files and records shall be kept in accordance with the provisions of Act 397 of the Michigan Public Acts of 1978. In order to provide for full compliance with Act 397, the responsibility for storage and maintenance of all personnel records shall be vested with the Assistant City Manager. It is understood that the Employer shall maintain the privacy of all personnel records.

SECTION 2

In addition to the employee's right to access to his/her employment records provided under Act 397, any members of the Union may, by right, review his/her own personnel record as frequently as the employee desires during normal working hours. Copies of all material contained therein may be made in accordance with the procedures prescribed in Act 397.

Confidential pre-employment information, examinations, test copies, and other information exempt under the law shall not, however, be available for examination.

ARTICLE IV GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1

It is mutually agreed that all grievances arising under and during the term of this Agreement shall be settled in accordance with the procedures hereinafter outlined. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance under this Agreement shall be a claim filed by an employee stating a specified provision(s) of this Agreement has been violated, misinterpreted, or misapplied by the Employer to the employee's detriment or disadvantage resulting from events which occurred during the terms of this Agreement. In the event any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

All grievances must be filed within five (5) work days after circumstance giving rise to the grievance or within five (5) work days after the substance of the grievance was known or should have been known by the employee. Otherwise, the right to file a grievance is forfeited, and no grievance shall be deemed to exist.

A. Any employee who believes there has been a violation, misinterpretation, or misapplication of a specific provision(s) of this Agreement may file a grievance with the parties designated in the procedures outlined below.

B. Step 1. Any employee with a grievance must first discuss the matter with the immediate Supervisor with or without the Union representative, with the objective of resolving the matter informally.

Step 2. Within five (5) work days of the meeting with the Supervisor, the aggrieved party must file a written complaint with the Chief of Police or, during his/her absence, the Assistant City Manager. Such complaint shall be specific and shall contain a concise statement of

the facts upon which the grievance is based. It shall contain specific references to the Articles and Sections of this Agreement which have allegedly been misinterpreted or violated. The Union may discuss the grievance with the Chief of Police within five (5) days after the grievance is received by the Chief of Police. In the event the Chief is unavailable within the time limit provided, the matter may be discussed with the Assistant City Manager. The Chief of Police shall answer in writing within five (5) work days.

Step 3. Failing to resolve the grievance in Step 2, and within five (5) work days after receipt of the Police Chief's answer, the Union representative shall submit the grievance to the Assistant City Manager or his/her designated representative. If the matter is not satisfactorily settled or adjusted at this stage, the Assistant City Manager or his/her designated representative will submit his/her position in writing to the Union within fifteen (15) work days of receipt of the Union communication. If the matter is not resolved, either party may request a special conference between the Assistant City Manager and the business representative of the bargaining unit to discuss the grievance. The meeting shall be held not more than thirty (30) calendar days after the request is submitted in writing. If the matter is not resolved, the Union may process the grievance as provided in Step 4.

Step 4. Failing to resolve the grievance in Step 3, voluntary mediation with the mutual consent of both parties can take place. In the event that voluntary mediation does not resolve the issue, or one of the parties rejects voluntary mediation, Step 5 of the grievance procedure may be invoked by the Union. It is understood by both parties that mediation is not binding.

Step 5. In the event the grievance remains unresolved after completion of Step 4 of the grievance procedure, such grievance may be appealed to arbitration by either the Union or the City. It is intended herein to prevent an appeal by an individual employee without consent of the Union. The party desiring arbitration must notify the other party in writing of such desire within fifteen (15) working days of the day the written disposition was given under the last step of the grievance procedure provided for in this Agreement, or after the special conference meeting, if one is held. In the event either party should fail to serve such written notice, the matter shall be considered settled on the basis of the written disposition made in the last step of the grievance procedure.

The parties shall attempt to agree on a mutually acceptable arbitrator within fifteen (15) work days of the written notification of intent to appeal to arbitration. If such agreement is not obtained, the party desiring to arbitrate must submit the request to the American Arbitration Association and notify the other party within thirty (30) calendar days after the last written communication or special

conference meeting under Step 4 of the grievance procedure. If not submitted to the American Arbitration Association within such time limits, the grievance shall be considered settled. Such settlement shall be final and binding upon the City, the employee or employees involved, the Union, and its members.

- C. The appropriate representative of the Employer and the appropriate representative of the Union shall note the time and day when the written grievance complaint is received by him/her. If dispute shall arise about the date on which said appeal was taken, such notation shall be conclusive evidence of the date of its receipt.
- D. Upon failure to file a grievance within five (5) work days of the incident complained of or within five (5) work days after the substance of the grievance was known or should have been known by the employee, or upon failure to appeal from one level to the next within the time periods set forth above, it shall be conclusively presumed said incident or grievance has been satisfactorily resolved, unless an extension of time is agreed upon in writing by both parties.
- E. It is the intention of the parties hereto to permit full and adequate representation for both the employer and the employee throughout the course of the grievance procedure; however, it is further agreed between the parties that representation shall be limited to no more than three (3) persons per party, excluding witnesses.
- F. The Employer and the Union each agree not to withhold information necessary to the resolution of a grievance.
- G. The parties hereto agree the grievance procedure is the sole and exclusive remedy for resolution of difficulties between the parties during the term of this Collective Bargaining Agreement.
- H. No grievance shall be filed in any matter which existed prior to signing this Agreement if the substance of such grievance is known, or should have been known, by the Union prior to signing this Agreement.
- I. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement and which are not excluded from arbitration.

Excluded from arbitration is any matter otherwise subject to arbitration but over which Union strikes contrary to its no-strike pledge in this Agreement.

Excluded from arbitration are disputes, complaints, or controversies relating to the City's pension and group insurance plan which question the use, application, practices, and policies of these plans,

unless there are changes in policies or coverage without opportunity for negotiation by the Union.

- J. The fees and expenses of the arbitrator shall be paid one-half (1/2) by the Union and one-half (1/2) by the Employer. All other expenses shall be borne by the party incurring them.

In the event an arbitrator is selected and a hearing date scheduled and agreed upon by both parties and either party subsequently cancels or postpones such hearing less than forty-eight (48) hours prior to the hearing, the party so cancelling shall pay any cost assessed by the arbitrator.

- K. The parties, in recognition of the cost of arbitration and the principle that like facts should produce like results, hereby agree that once an employee has elected to pursue a remedy by State or Federal law for alleged conduct which may also be a violation of this Agreement, such employee shall not have simultaneous resort to the grievance procedure, and any grievance then being processed shall be deemed withdrawn by the party filing.

ARTICLE V NO-STRIKE CLAUSE

The parties of this Agreement mutually recognize and agree that the services performed by employees covered under this Agreement are services essential to the public health, safety, and welfare. The Union will not cause, nor permit its members to cause, nor will any member of the Bargaining Union take part in: any strike, sit-down, stay-in, or slowdown in any department of the City, any curtailment of work, restriction of production, or interference with the operation of the City. In the event of a work stoppage or other curtailments of production, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

In the event of a work stoppage, or any other curtailment by the Union or the employees covered hereunder during the term of this agreement, the Union, by its officers, agents, and shop stewards, shall immediately declare such work stoppage, or other curtailment to be illegal and unauthorized. This will be in writing to the employees, and it will order said employees to stop said conduct and resume full production. Copies of such written notices shall be served upon the City. The Union further agrees to cooperate with the City to remedy such situation by immediately giving written notice to the City and the employees involved declaring that said conduct is unlawful and directing the employees to return to work. In the event the Union in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation. The City shall have the right to discipline, up to and including discharge, any employee who

instigates, participates in, or gives leadership to any activity herein prohibited.

Furthermore, it is agreed that at no time will any employee picket any elected official's place of residence, business, or any City employee's residence.

ARTICLE VI
PROMOTIONS, DEMOTION, DISCHARGE,
DISMISSAL, SENIORITY, AND AFFIRMATIVE ACTION

- A. Problems involving promotion, demotion, discharge, dismissal, and seniority of employees of the Mount Clemens Police Department shall be governed by the provision of Act 78 of the Public Acts of 1935, as amended.
- B. In the event that voters repeal Act 78, the parties agree to reopen this Agreement to negotiate promotional procedures.

Affirmative Action Plan (Effective April 20, 1987)

- C. The City and the Union recognize there are substantial instances where litigation arises from the implementation of affirmative action programs. The Union recognizes the City has the sole right to hire. Therefore, the City of Mount Clemens agrees to come forward and defend all members and officers of the Mount Clemens Police Officers Association, Inc. and the Police Officers Labor Council; and to pay any judgments, settlements and/or attorney fees which arise therefrom as a result of the implementation of any hiring programs which vary from the specific terms of Act 78; MCLA 38.501 et. seq.
- D. The Union also agrees not to aid, comfort or support any litigation that may arise by individuals who take exception to the City's commitment to implement an affirmative action hiring program. This includes the Union's agreement not to financially support any individual or Class Action suit against the City in its efforts to meet affirmative action hiring goals.

ARTICLE VII
LAYOFFS

SECTION 1 - Definition

The word "layoff" means a reduction in the number of employees in the unit.

SECTION 2

If a layoff becomes necessary, employees shall be laid off or recalled according to seniority within the Bargaining Unit and ability to perform the work in the classification. The following general rules shall apply:

- A. Probationary and temporary employees shall be laid off first in each affected rank.
- B. The principle of straight seniority shall be observed, and the length of service within the Bargaining Unit shall govern.

SECTION 3

Employees to be laid off for indefinite period of time will be given as much advance notice as possible under the circumstances, but in no event less than fourteen (14) days notice. The Union shall receive a list of employees being laid off at the same time that said employees are notified. Any employee who is laid off shall be paid an amount equal to thirty (30) days wages based on the employee's existing wage rate at date of termination.

SECTION 4

When the working force is increased after a layoff, employees shall be recalled in the inverse order of layoff and shall be subject to the same conditions of layoff. The following general rules shall apply:

- A. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within fourteen (14) calendar days of receipt of said Notice of Recall, he/she shall be considered to quit.
- B. In the event a recall is necessary on less than seven (7) days notice, the Employer may call upon the laid-off employee(s) personally or by telephone until an employee is located who is able to return to work immediately. The employee returning immediately will be given temporary assignment not to exceed fourteen (14) days, or until the employee(s) passed over because of inability to return to work immediately returns to work within the prescribed time limits.
- C. If any employee is laid off for a period of over two (2) years, any right to recall shall be deemed to have expired.
- D. The Employer is not obligated to take back persons who, during the layoff, have been disabled during employment elsewhere.

ARTICLE VIII
HOLIDAYS

- A. The following calendar days, or those calendar days customarily celebrated in lieu thereof, shall be deemed holidays for the purpose of this Agreement:

Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Eve Day, (December 24), Christmas Day, New Year's Eve Day (December 31), New Year's Day, Presidential Election Day, Employee's Birthday.

- B. To be compensated pursuant to the provision of this Article, an employee must have worked on the regularly assigned work days immediately before and after the recognized holiday unless absence on either such days was excused.
- C. In addition to the employee's pay for the regularly scheduled work week, each employee shall receive eight (8) hours compensatory time off for each of the above-named holidays. Each employee who actually works any of the above-named holidays shall receive, in addition, straight-time pay for the time worked on each of such holidays.
- D. If any holiday occurs on Saturday or Sunday, and the celebration of such holiday is not covered by an inconsistent state law, the City will permit the members, of the Bargaining Unit assigned to "Five Day-Forty Hour Week" to observe the same either on the previous Friday or the following Monday, in which case the employees will be advised as much in advance as practicable. Employees will be advised as much in advance as practicable. Employees assigned on the basis of Seven Day/One Hundred Sixty-Eight (168)-hour schedules shall observe recognized holidays on the actual calendar day of occurrence.
- E. If an employee is not regularly scheduled to work a holiday but is assigned or called in to work such a day, he/she shall be paid twice the regular hourly rate for all hours actually worked that day.
- F. Officers assigned to Shift #1 and working the 8:00 p.m. to 4:00 a.m. shift shall earn eight (8) hours holiday pay and eight (8) hours compensatory time on their regularly scheduled work day if it falls on a recognized holiday.

ARTICLE IX
WORK SCHEDULE

In view of the scheduling problems in the Mount Clemens Police Department, the parties hereto have attempted to set forth the broad outline of the work schedule based upon fifty-two (52) weeks in the year. There is no intention herein to change the present working practices with respect to scheduling days off.

- A. The work schedule of the employee shall be six (6) days on duty, two (2) days off duty, repeated seven (7) consecutive weeks, followed by four (4) days off, then four (4) days working; then, a new seven (7)-week period of six (6) days on duty, two (2) days off duty, followed by four (4) days off; this sequence is to be continued throughout the year. It is the intent herein to average out the time worked by each employee so he/she shall have worked an average of forty (40) hours per week over a fifty-two (52) week period each year.
- B. Employees shall be allowed, on the basis of seniority, to select one of three scheduled shifts. In accordance with preference, employees shall be permanently assigned to one of the following shift schedules:

SHIFT NO. 1 Midnight to 8:00 a.m. or,
 11:00 p.m. to 7:00 a.m.
 (also includes 8:00 p.m. to 4:00 a.m.)

SHIFT NO. 2 7:00 a.m. to 3:00 p.m. or,
 8:00 a.m. to 4:00 p.m.

SHIFT NO. 3 3:00 p.m. to 11:00 p.m. or,
 4:00 p.m. to Midnight

Variation in this shift schedule may be exercised by the City through assignment, upon notice of not less than seven (7) days to begin and complete the work day one (1) hour prior to regular shift or to the "8:00 p.m. to 4:00 a.m. Shift" (Shift No. 1). Such variance shall continue for a duration not less than through the next scheduled day off.

Officers assigned to Shift #1 shall not be scheduled to change starting times if it would result in the officer working more than eight (8) hours on a recognized holiday.

1. Permanent shifts shall be established semi-annually (January 1 and July 1), and work schedules shall be posted by the City not later than December 15 (for schedules effective January 1 through June 30), and June 15 (for schedules effective July 1 through December 31).
2. Employees may, on the basis of seniority, be transferred to different shifts, provided a request for transfer is submitted to the

scheduling officer not later than November 1 (for schedule effective January 1) and May 1 (for schedule effective July 1). Transfers shall not otherwise be executed except upon mutual agreement between the requesting employee and the employee with whom the shift assignment is to be exchanged, with approval of the Chief of Police.

3. If deemed necessary, and in the best interest of the Police Department, the City may make special duty assignments, without observance of seniority preference, other than to normal patrol duty for a period not to exceed ninety (90) days without consent of employee(s) so assigned.
 4. Probationary officers shall be assigned and transferred to any of the three shifts as deemed necessary by the Chief of Police for the first six (6) months of patrol assignment. At the end of this six (6)-month period, they shall be eligible for a seniority bump to another shift and shall fall into the regular shift selection based on seniority.
- C. It is intended that the Police Officer will have a one-half hour lunch period and two fifteen (15)-minute break periods per shift, but will be expected to respond to emergency calls as usual.
- D. Present policy with respect to exchanging days within a platoon shall be continued.

ARTICLE X OVERTIME

- A. An employee required to work more than eight (8) hours while on a regular shift shall be paid overtime at the rate stated below.

All overtime work shall be paid at the rate of time and one-half of the employee's regular hourly rate. Where a fraction of an hour is worked overtime, the following schedule will apply: 1 to 14 minutes, no pay; 15 to 60 minutes, 60 minutes. (This proration shall also be applicable where periods over one hour are worked.)

- B. Call-In Pay.

Section 1. It is the intent of the parties to compensate employees for the inconvenience of being called out to work if an interval of thirty (30) minutes or more has elapsed after the employee has completed the previous shift or assignment and has left the City premises. It is not the intent to compensate employees for call-in-pay when the work assignment is a continuation of a regular shift or another call-in.

Section 2. An employee called in for unscheduled duty for other than the regular eight (8)-hour shift shall receive a minimum of four (4) hours pay at time and one-half of his/her regular hourly rate, except as provided below.

Section 3. When required to attend any court while not on duty including hearings of the Liquor Control Commission, Appeal Board, Breathalyzer Hearings, and other similar hearings, each employee shall receive a minimum of three (3) hours pay at time and one-half. The employee shall be entitled to overtime pay if not notified twenty-four (24) hours in advance of adjournment of or change in Court dates.

- C. When an employee is notified by the Chief of Police or his/her designee to stand by for emergency duty, he/she shall receive two (2) hours pay for each twenty-four (24) hour period.
- D. Whenever overtime is required as a result of the absence of a member of this Bargaining Unit, such overtime shall be assigned to members of the Bargaining Unit only. Exceptions can be made only when no member of the Bargaining Unit is available for such overtime work.
- E. In the absence of a command officer, the senior patrolman shall be designated in charge of the shift. He/she shall be compensated at time and one-half for all hours worked in that capacity.
- F. Every effort shall be made by the City to equalize the distribution of all overtime assignments exclusive of duty pursuant to Paragraph C and D of this Article. Equalization of overtime shall be on the basis of a calendar year (January 1 - December 31). Overtime assignments shall be made to employees in accordance with existing division assignments, unless no employee currently assigned to a division requiring manpower is available.
- G. An "Overtime Roster", serving as the basis for overtime assignments, shall be maintained and posted, indicating a year-to date total of overtime hours by all members of the Bargaining Unit. Recorded in this total shall be: all hours actually worked and all hours refused when assigned.
 - 1. Officers shall not be recorded as refusing any overtime available for that twenty-four (24) hour period if they have prior approval and are exercising a personal business day, vacation day, or funeral leave. No other excused leave shall be accepted.
 - 2. Officers called for overtime shall have the time, date, and who called recorded on their overtime card. If the officer is not at home or is unavailable, he/she shall be recorded as refused, providing contact is made with anyone at the officer's residence

or in person. The requesting officer shall identify him/herself and state the purpose of the call.

3. Officers may be called for overtime when the hours of one shift would conflict or overlap with the shift requiring the overtime, but shall not be recorded as refusing if they are unable to work for this reason.
4. Officers receiving four (4) or more hours of overtime shall have this time recorded on his/her overtime card, except for breathalyzer and evidence technicians called in to perform those respective duties.
5. Any probationary officer hired after July 1, 1980, shall not be called in for overtime for the first sick (6) months of patrol duty assignment, except for emergency situations or when no other officers are available.
6. An employee may, by removing his/her name from "Overtime Roster", exempt himself/herself from overtime assignment. Upon returning name to Roster, employee will be credited total overtime equal to the highest existing total indicated on Roster at that point in time.
7. After continuous absence from duty due to illness or injury for a period in excess of three (3) calendar weeks an employee shall, upon returning to active duty, be credited total overtime equal to not less the lowest existing total.
8. An employee refusing to work overtime as an extension of his/her shift shall not be charged for more than a four (4) hour refusal.

H Overtime as it applies to the employee's final average compensation for purposes of computing retirement benefits shall only be twenty-two and one-half (22-1/2%) percent of their base wage as the maximum amount of overtime added to the employee's final average compensation for those employees hired prior to July 1, 1985. Any employee hired after July 1, 1985 shall only apply twenty-seven and one-half (27-1/2%) percent of their base wage as the maximum amount of overtime added to the employee's final average compensation. Employees hired after October 2, 1995 shall only apply eighty (80%) percent of overtime earned when factoring overtime to the employee's final average compensation for the purposes of computing retirement benefits.

ARTICLE XI
COMPENSATORY LEAVE

Employees shall be allowed to exercise earned compensatory time off in accordance with the department scheduling policies.

- A. Compensatory time shall be granted upon request when the total shift complement is in excess of:
- | | |
|-------------|---|
| SHIFT NO. 1 | 5 sworn uniformed personnel assigned to patrol. |
| SHIFT NO. 2 | 6 sworn uniformed personnel assigned to patrol (reduced to 4 on Saturday and Sunday). |
| SHIFT NO. 3 | 6 sworn uniformed personnel assigned to patrol. |
- B. Compensatory time may be granted when total shift complement is less than that indicated above upon approval of the Commanding Officer of each shift.
- C. Scheduled compensatory time off shall not be cancelled without at least forty-eight (48) hours notice. Should it become necessary to cancel compensatory time off without forty-eight (48) hours notice, the employee shall be compensated at time and one-half for hours worked on that day.
- D. Any compensatory time accumulated subsequent to one (1) year prior to employee's termination date shall be paid at the employee's existing wage rate upon death, retirement, or separation from service at straight time rates.
- E. Employees may not accumulate more than two hundred (200) hours of compensatory time. Employees with more than two hundred (200) hours of compensatory time accumulated as of July 1, 1983, shall be permitted to retain the amount they had accumulated at that time, or to have it paid off down to two hundred (200) hours by June 15, 1984, or use it until their accumulation reaches two hundred (200) hours.

Any employee who has reached his/her maximum of two hundred (200) hours of accumulated compensatory time (or still has over two hundred (200) hours of accumulated compensatory time as granted above) will be paid at the regular overtime rate for any overtime or compensatory time earned.

ARTICLE XII
VACATIONS

- A. After the employee's anniversary date, he/she shall be entitled to ten (10) days vacation at the employee's regular straight-time rate.
- B. Employees who have completed four (4) years of service shall be entitled to fifteen (15) days vacation.
- C. Employees who have completed twelve (12) years of service shall be entitled to twenty (20) work days vacation.
- D. Employees who have completed twenty (20) years of service shall be entitled to twenty-five (25) work days vacation.
- E. Employees who have completed twenty-five (25) years of service shall be entitled to thirty (30) work days vacation.
- F. In the event of separation from service, work periods of less than a full year for earning vacation shall be prorated.
- G. Vacation leave shall not be taken in advance unless approved by the Chief of Police and Assistant City Manager.
- H. In no event shall vacations be taken until six (6) months of employment have been completed.
- I. Official holidays occurring during a vacation may be added to the vacation period.
- J. All vacations must be taken within one (1) year of the date earned or they shall expire, unless an exception is approved by the Chief of Police and the Assistant City Manager in writing.
- K. Those employees entitled to twenty (20) days vacation may receive five (5) days pay in lieu of the fifth week, if so requested. Payment for said fourth week shall be made at one specific time during the current fiscal year.
- L. Those employees entitled to twenty-five (25) days vacation may receive five (5) days pay in lieu of the fifth week, if so requested. Payment for said fifth week shall be made at one specific time during the current fiscal year.
- M. Those employees entitled to thirty (30) days vacation may receive five (5) days pay in lieu of the sixth week, if so requested. Payment for said sixth week shall be made at one specific time during the current fiscal year.

- N. Selection of vacation shall be made on the basis of seniority for the duration of the calendar year to the extent that not more than two (2) from each shift nor more than three (3) uniform patrolmen overall shall be on vacation concurrently. Selection shall be indicated on the "Vacation Schedule", which shall be posted on or before January 1 of each year. Seniority selection preference shall prevail through April 30 of each year.
- O. Those employees assigned to shift duty, otherwise referred to as "six on-two off" shifts, may select that period of six (6) consecutively scheduled work days within the work schedule to be considered as their vacation week and shall, in such instance, have five (5) vacation days deducted from their current vacation entitlement. Accumulative days off shall not be given in advance in order to circumvent this section.
- P. Upon separation from service, an employee shall be paid for vacation accumulated subsequent to one (1) year prior to date of termination.

ARTICLE XIII
SICK LEAVE, FUNERAL LEAVE

- A. All employees shall be entitled to sick leave with pay based on one (1) day per month.
- B. Employees hired prior to July 1, 1985, may accumulate sick leave to a total of one-hundred seventy (170) days. Seventy-five (75%) percent of the accumulated sick leave shall be paid the employee upon retirement. Upon death, such payment shall be made to his/her designated dependents, or his/her estate, if not designated. Any such pay shall be added to the employee's final average compensation for purposes of computing retirement benefits for employees hired before July 1, 1985.
- C. Any employee hired after July 1, 1985 may accumulate a total of one hundred (100) sick leave days. Fifty (50%) percent of the accumulated sick leave shall be paid employees hired after July 1, 1985 upon retirement. Upon death, such payments shall be made to his/her designated dependents, or, if not designated, to his/her estate. Any such sick leave pay shall not be added to the employee's final average compensation for purposes of computing retirement benefits for employees hired after July 1, 1985.
- D. An employee who reports for work or leaves because of sickness during tour of duty shall be charged pro-rated sick time for the portion of tour of duty which was not completed.
- E. Serious illness of spouse or child shall warrant use of sick leave by the employee after arrangements have been made with the immediate Supervisor.

- F. At the close of each calendar year, the City shall post a list on the bulletin board indicating the number of sick days accumulated during the past year and the total number of days accumulated since the date of each employee's employment.
- G. In the event of a death in the immediate family, the employee shall be entitled to use a maximum of the next four (4) calendar days when so required, not to be deducted from accumulated sick leave, to arrange for and/or attend the funeral and burial. The immediate family is deemed to be: spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild.
- H. An employee shall be entitled to one (1) calendar day, not to be credited against his/her accumulated sick leave, to arrange for and attend the funeral and burial of: aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

ARTICLE XIV
PERSONAL HOLIDAY

Any employee who uses less than eight (8) hours sick leave during the contract year shall be eligible for two (2) personal holidays during the next contract year. Eligible employees may take such leave in accordance with the procedures for taking earned personal business time as provided under Article XV. Eligible employees may elect, in lieu of taking time off, to be compensated for the two personal holiday days at the rate that the personal holidays days were earned. Such payments shall be requested during the month of July for leave earned the previous contract year. Personal holiday are not cumulative from one contract year to the next.

ARTICLE XV
PERSONAL BUSINESS LEAVE

Each member of the Bargaining Unit shall be granted up to two (2) scheduled work days off per year with pay at the appropriate straight-time rate for personal business. This time off with pay will not be deducted from accumulated leave (example: sick leave, compensatory time, or vacation time), and must be requested with reasonable notice.

- A. Personal business days may be used for necessary business which cannot be conducted at other than employee's working hours.
- B. Notification, therefore, shall be filed with the shift commander no later than seventy-two (72) hours prior to the expected absence. Confirmation of such personal business leave shall be permitted if any acceptable emergency exists.

- C. Personal business leave days are not cumulative from one calendar year to another.
- D. Personal business leave days may not be used in lieu of or as an extension of vacation, sick leave, or holidays.
- E. No more than one (1) person per twenty-four (24) hour period will be allowed to take a personal business leave day. Deviation from this procedure shall be permitted if doing so would not incur payment of overtime for replacement of employee.
- F. In cases of extreme emergency, such during a civil disorder or other extraordinary circumstances, it may be necessary to deny confirmation of personal business leave days to avoid impairment of basic departmental operations.

ARTICLE XVI
INSURANCE

SECTION 1. Medical and Hospital Insurance

- A. Each member of Bargaining Unit will be entitled to health insurance coverage. The insurance coverage options shall include Blue Cross or a Health Maintenance Organization Plan and shall be at the member's choice.

- B. Blue Cross shall include the following riders:

Comprehensive Hospital, Semi-Private Riders; D4 5NM, SA MVF-1 riders, IMb, ML, OB, FC, SD-1; Master Medical BC BS '65 Opt., Opt. 5; \$2.00 co-pay prescription rider; D.C.C.R. Rider (Option to add or pay for coverage).

Each employee will select either the above Blue Cross coverage with the deductible DRI 275/550 rider or the PPO option or the PPO/POV option which increases the deductible for prescription drugs from \$2 to \$5.

- C. The City shall have sole discretion to determine the type of health insurance, the carrier and benefits for any employee hired on or after July 1, 1990. An employee hired after July 1, 1990 shall not have the right to exercise any options regarding health insurance. The term health insurance as used herein shall include, but not be limited to, optical, dental and/or any other insurance benefits relating to the treatment of any mental or physical infirmity of an employee. The health carriers can only be changed by the City once each calendar year without the employee's prior consent.

Coverage under this section shall be extended to widows/widowers, and any children under 18 years of age of an employee who dies as a result of a personal injury or disease arising solely and exclusively out of and in the performance of duty in the employ of the City. Such coverage shall terminate upon: remarriage or death of widow/widower; upon adoption, marriage, attainment of age 18 years, or death of any children, whichever first occurs.

- D. Employees covered by this agreement who elect not to take a health insurance plan will receive an annual sum of \$1,500 to be paid at the end of each calendar year that said employee elects not to have health insurance. This sum will be pro-rated on a monthly basis for any portion of a calendar year that an employee maintains health insurance. Thus, on a calendar year basis an employee will receive \$125 for each month that said employee does not use the City's health insurance plan. The total sum will be paid in December of each year.

If married members of the same family work for the City only one spouse will be entitled to any form of health insurance. In addition, neither spouse will be entitled to the annual \$1,500 option in lieu of health insurance as long as the married couples both work for the City of Mount Clemens. In addition, only one spouse will be entitled to any form of health insurance if both married members of the same family work for the City.

Any employee covered by this compensation option will not be allowed to resume health insurance with the City except during the open enrollment period or at some future time when his/her insurance coverage is terminated elsewhere, which will allow the employee to resume coverage with the City the month following his/her completion of a health application and transfer form. Furthermore, only employees who have health insurance elsewhere will be eligible for this plan. The employee must show proof of health insurance elsewhere prior to qualifying for this plan and agree to sign the City's insurance waiver form.

The employee will not hold the City liable for any health insurance claims.

SECTION 2. Medical & Hospital Insurance for Retirees

Upon retirement, the City shall furnish group coverage for eligible full-time retirees and spouses as identified in Section 1-B or a health maintenance organization option, or a sum of \$1,500 annually in lieu of health insurance coverage at the retiree's option. The conditions for compensation in lieu of health insurance coverage are defined in Section 1-D of this Article. The Blue Cross/Blue Shield option for eligible employee will not include the IMb and OB riders.

Upon reaching age 65 the coverage above will automatically reduce to the Blue Cross/Blue Shield "65 Plan." If coverage is afforded by other

employment, the above coverage will be suspended until the other coverage has ceased. Coverage will be extended only as long as the retiree or spouse is collecting a retirement income from the City of Mount Clemens.

As used in Section 2 above, the term "spouse" means the person to whom a retiree was married at the time employment last terminated.

Only those employees who are full-time employees at the time of their retirement or at the time they resign with vested pension rights will receive any health insurance from the City during their retirement. Effective the date this agreement is signed, the following schedule will be used in determining retiree medical benefit coverage:

<u>Years of Service at Retirement</u>	<u>Employee Share of Premium</u>	<u>City Share of Premium</u>
10 years but less than 11	75%	25%
11 years but less than 12	70%	30%
12 years but less than 13	65%	35%
13 years but less than 14	60%	40%
14 years but less than 15	55%	45%
15 years but less than 16	50%	50%
16 years but less than 17	40%	60%
17 years but less than 18	30%	70%
18 years but less than 19	20%	80%
19 years but less than 20	10%	90%
20 years and over	0%	100%

SECTION 3. Dental Plan

Each member of the bargaining unit shall be provided with dental coverage, procured and paid for by the City, comparable to the existing 80/20 co-pay plan for Class I and Class II benefits.

SECTION 4. Life Insurance

A life insurance policy will be procured and paid for by the City providing a death benefit of not less than Twenty-Five Thousand (25,000.00) Dollars to the

employee's beneficiary. Said policy is to include an accidental death and dismemberment provision.

Each employee who retires shall be provided continuation of Five Thousand (\$5,000.00) Dollars group life insurance.

ARTICLE XVII JOB-INCURRED DISABILITY

SECTION 1.

It is agreed that any employee covered by this Agreement who is injured while working, and subsequently subject to the provisions of the Worker's Compensation Act, shall be paid an amount of money by the City, in addition to the money he/she receives under the Worker's Compensation Act. This shall total his/her normal weekly net take-home earnings, excluding overtime, from the first full day lost because of injury for the period of time he/she is unable to perform any work and is eligible and receives payments under the Worker's Compensation Act, not to exceed fifteen (15) weeks.

SECTION 2.

The City Manager may, at his/her discretion, extend the supplemental compensation, as provided above, for a period not to exceed twenty-six (26) weeks.

SECTION 3.

In the event he/she receives Worker's Compensation benefits for a period of more than fifteen (15) weeks, the employee may augment said benefits by drawing on accrued sick leave benefits to which the employee is entitled. The amount of sick leave credit, when combined with the Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.

SECTION 4.

The provisions of this Article concerning the City's obligation to supplement or augment benefits paid under the Worker's Compensation benefits with sick leave benefits will only apply when: (a) the employee is under the exclusive care of a physician provided by or approved by the Employer; (b) the employee is complying satisfactorily with the instructions of the physician; (c) the injury is determined to be compensatory under the Michigan Worker's Compensation Insurance Law; and, (d) the employee reported the injury to his/her Supervisor at the earliest opportunity after time of occurrence.

ARTICLE XVIII
LONGEVITY

In addition to the employee's regular salary, the employee shall receive longevity as follows for continuous years of service. The longevity payment will be paid during the first week in December following the employee's date of eligibility for the longevity payment, but in the event an employee retires prior to receipt of said payment, the longevity payment dues shall be prorated for that portion of the year in which he/she was employed.

SECTION 1. Base.

Based on a maximum of Seventeen Thousand (\$17,000.00) Dollars:

5 years of service and over	2%
10 years of service and over	4%
15 years of service and over	6%
20 years of service and over	8%
25 years of service and over	10%

SECTION 2. Proration.

In case of death or retirement, an employee's longevity shall be prorated for that portion of the year completed beyond the employee's anniversary date.

ARTICLE XIX
CLOTHING, GUN, AND EQUIPMENT ALLOWANCES

- A. Each employee covered by this Agreement shall receive a clothing allowance once a year in a maximum of Four Hundred Fifty (\$450.00) Dollars. New employees may draw the second year's allowance in advance, making it possible to draw up to Nine Hundred (\$900.00) Dollars in the first year of employment. Purchase of clothing and disbursement of funds in connection with this clause shall be consistent with the practice which existed heretofore, except that up to One Hundred Fifty (\$150.00) Dollars of the above-mentioned allowance may be used to purchased miscellaneous items not furnished by the Police Department.
- B. The City shall continue to pay for uniform cleaning in accordance with past practices.

- C. The City will replace uniforms and equipment damaged in the line of duty within sixty (60) days from the date of damage. If said officer is reimbursed by outside sources, the City shall be compensated accordingly.
- D. Employees assigned to the Patrol Division shall, while on duty, be armed with a Police Department-approved weapon.
- E. Upon assignment from uniform to non-uniform duty or vice-versa, except for temporary assignments, employees so assigned shall receive Three Hundred (\$300.00) Dollars to be added to the clothing allowance for utilization during the year of reassignment.

ARTICLE XX
SHIFT DIFFERENTIAL

Employees who work the afternoon shift (Shift 3) shall be entitled to a shift differential of five (5%) percent of regular pay. Employees who work the midnight shift (Shift 1) shall be entitled to a shift differential of ten (10%) percent of regular pay. Shift differential shall be paid weekly.

The shift differential is being paid for the inconvenience of working other than the day shift (Shift 2) and shall not apply to continuous hours worked beyond his/her regular shift, unless the employees works a full extra shift beyond his/her regular shift. He/she shall then be paid in accordance with the shift worked.

ARTICLE XXI
WAGES

Salary ranges to be paid pursuant to this Agreement are as follows:

Effective July 1, 1994 to June 30, 1995

	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Starting Salary	\$30,187.04	\$580.52	\$14.513
After 6 Months	30,958.72	595.36	14.884
After 12 Months	32,200.48	619.24	15.481
After 18 Months	34,642.40	666.20	16.655
After 24 Months	36,206.56	696.28	17.407
After 30 Months	37,727.04	725.52	18.138
After 36 Months	39,291.20	755.60	18.890

Effective July 1, 1995 to June 30, 1996

	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Starting Salary	\$31,091.84	\$597.92	\$14.948
After 6 Months	31,888.48	613.24	15.331
After 12 Months	33,165.60	637.80	15.945
After 18 Months	35,682.40	686.20	17.155
After 24 Months	37,292.32	717.16	17.929
After 30 Months	38,858.56	747.28	18.682
After 36 Months	40,470.56	778.28	19.457

Effective July 1, 1996 to June 30, 1997

	<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
Starting Salary	\$32,335.68	\$621.84	\$15.546
After 6 Months	33,163.52	637.76	15.944
After 12 Months	34,492.64	663.32	16.583
After 18 Months	37,109.28	713.64	17.841
After 24 Months	38,783.68	745.84	18.646
After 30 Months	40,412.32	777.16	19.429
After 36 Months	42,088.80	809.40	20.235

Effective July 1, 1997 to June 30, 1998

Starting Salary	\$33,304.96	\$640.48	\$16.012
After 6 Months	34,157.76	656.88	16.422
After 12 Months	35,526.40	683.20	17.080
After 18 Months	38,222.08	735.04	18.376
After 24 Months	39,946.40	768.20	19.205
After 30 Months	41,624.96	800.48	20.012
After 36 Months	43,351.36	833.68	20.842

ARTICLE XXII
BULLETIN BOARD

The City shall supply a bulletin board of adequate size to provide the Mount Clemens Police Officers Association, Inc., with a location to post matters concerning the Association business. The Association herewith accepts responsibility for all material posted thereon as if specifically approved by it.

ARTICLE XXIII
MANAGEMENT RIGHTS

The City, on its behalf and on behalf of the electors within its boundaries, hereby retains and reserve unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Home Rule Act, as amended and other general statutes delineating the rights, powers, and duties of cities, the laws and Constitution of the State of Michigan and of the United States; including but not limiting the generality of the foregoing, the rights:

- A. To the executive management and administrative control of the City and its Police Department, its properties and facilities, and the work-connected activities of its employees.
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for continued employment, dismissal, or demotion, and to promote and transfer all such employees.
- C. To determine the hours of employment, the duties, responsibilities, and assignments of members of the Police Department with respect thereto, and with respect to the administrative activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, and responsibilities of the City, the adoption of policies, rules regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and Constitution and laws of the United States.

All the terms of this Article and the Agreement between the parties are subject to the terms and requirement of Act 78 of the Public Acts of 1935, as amended.

ARTICLE XXIV
WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each party had unlimited right and opportunity to make demands and propositions with respect to any subject or matter not removed by law from the area of collective bargaining. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated, to bargain

collectively with respect to any subject or matter referred to or covered by this Agreement. This is agreed even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXV
MISCELLANEOUS

The following provisions were previously agreed to by a letter of understanding and are hereby incorporated into this Agreement.

- A. The Union may address the Chief on matters of equipment to be used in line of duty.
- B. Assignments to any narcotics unit shall be on a voluntary basis (effective April 20, 1987).

The above provisions will be complied with by the City unless and except under circumstances beyond the control of the City. In that event, the matter may be resolved through the grievance procedure in this Agreement.

- C. It is intended by the parties that the following practice shall be continued during this contract period. The members of the Mount Clemens Police Department-Uniformed Patrol Division-shall not be compelled to man patrol vehicles alone during the hours of darkness. Should such member(s) choose not to man a patrol vehicle(s) alone during the hours of darkness, he/she will be assigned to other police duty.

Whenever possible, the City shall continue to assign two persons to patrol vehicles during the hours of darkness. These provisions shall not apply to members of the Detective Bureau, Crime Prevention Unit, or the Evidence Technician of the Mount Clemens Police Department.

- D. The City shall issue each member of the Bargaining Unit a parking sticker for the municipal parking lot.

ARTICLE XXVI
LEAVE-OF-ABSENCE WITHOUT PAY

Leave-of-absence without pay may be granted for a period not to exceed one (1) year when the granting of such leave is in the mutual interest of the Union and the Employer. Such leave shall require approval of the Chief and the City Manager.

Upon expiration of the leave, the employee will be reinstated to the position held before the leave was granted, without loss of seniority. Failure of the employee to report promptly at the expiration of such leave shall be cause for

dismissal. An employee shall not accrue employee benefits while on such leave without pay.

ARTICLE XXVII EDUCATION

SECTION 1.

The City recognizes the continuing need for employees training to assist current employees in taking advantage of promotional opportunities in the future, improve skills, and keep current with developments in the law enforcement profession. Therefore, the City will offer training opportunities and an educational assistance program as outlined below. Such training and educational opportunities shall be equally accessible to all members of the bargaining unit.

SECTION 2. Required Training Programs.

Whenever any member of the bargaining unit is assigned to attend any training program, the officer shall be compensated at his/her regular rate of pay for actual time spent in training. The City will pay one hundred (100%) percent of all tuition, fees, and other direct costs of the program. Furthermore, the City shall reimburse the employee for reasonable travel expenses and meal costs while attending.

SECTION 3. Approved "In-Service" Training Program.

The City, at its sole discretion, shall make available other training opportunities including seminars and special schools. The opportunities shall be posted, and all employees shall be eligible to apply to attend. In making selections, the City will give preference when there is a relationship between the training program and the employee's present job and to employees who have not previously attended.

The City will pay the total cost of tuition, fees, and books for such approved training programs. The employee shall, at the City's discretion, be granted compensatory time off or pay at his/her regular rate of pay to actual time in training. The City shall not be responsible for any other fees or expenses of the employees.

SECTION 4. Education Assistance Program.

The City shall make available financial assistance for education in accordance with the following provisions.

- A. Applications for educational assistance may be made by any full-time permanent employee who has completed his/her designated probationary period.

- B. If the employee is eligible or receiving funds for the same course from any other source (G.I. Bill, scholarships, vocational rehabilitation, etc.), reimbursement under this section shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement provided for under this section.
- C. Applications for assistance will be approved only for course work directly related to the employee's present job or directly related to a promotional position.
- D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges, and universities.
- E. Reimbursement shall be limited to Four Hundred (\$400.00) Dollars per participant per fiscal year for credit courses.
- F. Reimbursement for tuition shall be according to the following schedule:

One hundred (100%) percent for courses completed with "A", "B", or "C", or the numerical equivalent. There will be no reimbursement for courses completed with a grade less than "C".
- G. Reimbursement for non-graded courses will be compensated at one hundred (100%) percent for courses completed.
- H. Reimbursement on required textbooks of courses completed with a "C" numeric equivalent, or better grade will be one hundred (100%) percent if textbooks are turned into the department.
- I. Employees must have prior approval before beginning the course(s) and submit documents showing final grade(s) received. The employee shall have completed a class when the term for which the school quotes the tuition fee concludes.
- J. Expenses such as student fees, lab fees, parking, mileage, etc. are not eligible for reimbursement.
- K. The employee is not eligible for compensation or compensatory time for attendance under this section.

ARTICLE XXVIII
MILEAGE

When a patrol officer is required to use his/her own vehicle in the line of duty, he/she shall be paid the mileage allowance in effect at the time, in accordance to City policy.

ARTICLE XXIX
NONRESIDENCY

Nonresidency Provision (Effective April 20, 1987)

It is desirable for employees to establish a residency within the corporate limits of the City of Mount Clemens within one (1) year after appointment, and it is desirable that they maintain such residency during employment by the City. Residence for these purposes shall be defined as that location which is the center of the employee's domestic life. Police personnel shall be allowed to remove their residency from the City. All provisions of this contract shall be read in conjunction with the requirements of this paragraph and this paragraph shall have precedence over any other contrary language.

ARTICLE XXX
LAW ENFORCEMENT VEHICLES

Law enforcement vehicles assigned to employees for performance of duty within their classification shall be maintained to be free from hazards likely to cause serious physical harm or death to employees assigned and to be adequate for use pursuant to designated law enforcement functions. If, in the opinion of the assigned employee, a vehicle is unsafe to operate, such employee shall be allowed to immediately take such equipment to the commanding officer. If the commanding officer deems the vehicle to be unsafe, subject vehicle shall not again be utilized until certified as safe by the Superintendent of Equipment. It is understood that until such vehicle(s) is so certified, subject employee(s) shall be assigned alternate equipment and/or duties within his/her classification.

- A. All patrol cars shall be equipped with factory-installed air conditioning.
- B. All marked patrol cars equipped with shotguns shall have the shotgun mounted in the front seat.

ARTICLE XXXI
RETIREMENT

ARTICLE 16 - Employee's Retirement System

- A. Sec. 191. Definitions (13)

"Final average compensation" means the average of the highest annual compensation received by a general member during a period of 5 consecutive years of his credited service, and for a fireman and policeman member during a period of 3 consecutive years of his

credited service, contained within his 10 years of credited service, immediately preceding the date his employment with the City last terminated.

If a general member has less than 5 years of credited service, and a fireman and policeman member has less than 3 years of credited service, his final average compensation shall be the average of his annual compensation for his total period of credited service.

B. Sec. 191. Definitions (23)

"Voluntary retirement age" shall be age 55 years for a general member and age 50 years for fireman and policeman member. Effective July 1, 1996, eligibility for retirement will be after twenty-five (25) years of service regardless of age, or at age 50 with 10 years of service

C. Sec. 209.1. Same: Policeman or Fireman Member (a)(2)

A pension which when added to his annuity will provide a straight life retirement allowance equal to the sum of 2.5% of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed 25 years, plus one percent of his final average compensation multiplied by the number of years, and fraction of a year, if his credited service in excess of 25 years.

Sec. 210. Deferred Retirement

Should any member who has ten (10) or more years of credited service leave the employ of the City, for any reason except his retirement or his death, before he has satisfied the age and service requirements for retirement provided in Section 207, he shall be entitled to a retirement allowance provided in Section 209, exclusive of subsection (b), if he is a general member; or as provided in Section 209.1 if he is a general member; or as provided in Section 209.1 if he is a policeman or fireman member; as the applicable section was in force at the time he left the employ of the City. His said retirement allowance shall begin the first day of the calendar month next following the date his application for same is filed with the Board on or after his attainment of his voluntary retirement age. If he withdraws all or part of his accumulated contributions from the annuity saving fund, he shall forfeit all his rights in and to a deferred retirement allowance provided in this section. In no case shall he receive service credit for he period of his absence from City employment, except as otherwise provided in this article. Until the date his retirement allowance is to begin, his accumulated contributions standing to his credit in the annuity savings fund shall be accumulated at regular interest.

Section 215. Disability, Policeman or Fireman Member

Upon his retirement on account of disability, as provided in Section 212, a policeman or fireman member shall receive a disability retirement allowance computed according to Section 209.1. His disability retirement allowance:

1. Shall not be less than 20 percent of his final average compensation (not less than 50 percent of final average compensation effective January 1, 1984);
2. Shall be subject to Section 220.

During his worker's compensation period, if he was in receipt of worker's compensation, his disability retirement allowance shall not exceed the difference between eighty-five (85%) percent of his final average compensation and his worker's compensation, if any, converted to an annual basis. Upon retirement, he shall have the right to elect to receive retirement allowance under an option provided in Section 211 in lieu of a straight life retirement allowance.

D. Sec. 222. Annuity Savings Funds; Contributions (a)

The percentage of employees' contribution to the retirement system shall be two (2%) percent. Effective July 1, 1996, the employee contribution to the retirement system shall be three (3%) percent .

E. Pension Annuity Withdrawal Option (Effective April 20, 1987).

Following the ratification by the City of Mount Clemens, the amended Collective Bargaining Agreement will provide any Mount Clemens Police Officer who retires subsequent to this agreement with the right to elect to receive on the elected date of their service retirement a total refund of their accumulated contributions. If a member makes such an election, the annuity payable under any retirement option shall be reduced proportionately. Such optional annuity withdrawal is intended to give each employee the right to immediately withdraw upon retirement all of the employees accumulated contributions subject to the following provision:

1. If a member makes such an election, the retirement allowance shall be reduced to reflect the value of the employee contribution (annuity) withdrawn.
2. Reduction in the allowance shall be based on the interest rate for immediate annuities published by the Pension Benefit Guaranty Corporation for use in valuing terminating nonmultiemployer plans in effect on the most recent January 1 or July 1 preceding or coincident with effective date of service retirement and the male mortality rates of the 1971 Group Annuity Mortality Table projected

to 1984. The annuity withdrawal option may only be exercised by the employee at the time of application for service retirement. If annuity withdrawal is elected, the amount withdrawn shall be the entire balance of the employee's contribution account with interest credits less contributions, if any, deposited to purchase service with interest credits.

- F. An employee may elect to purchase up to four years of military or public safety time in the City of Mount Clemens Retirement System. An Employee electing to purchase military or public service time shall do so at his/her expense. Only those officers who specifically signed a request as of July 1, 1988, shall be allowed to purchase up to four years of military or public safety time in the City of Mount Clemens Employee's Retirement System. The cost of this benefit shall be determined by the Actuary. The officer shall be allowed to purchase time on a payment schedule spanning no longer than the number of years purchased. Payments may be payroll deductible or made in a lump sum by the police officer. The purchase of any military time shall not alter the voluntary retirement age of a police officer. (The Actuary may modify the final military or public safety purchase time language).

ARTICLE XXXII DURATION

This agreement shall be and continue in full force and effect until June 30, 1998

- A. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date. If neither party shall give notice of termination of this Agreement as provided in this paragraph, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.
- B. If either party desires to modify or change this Agreement, sixty (60) days prior to the termination date or any subsequent termination date, it shall give written notice of the desire to change or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by their duly authorized representatives, the day and year first above written.

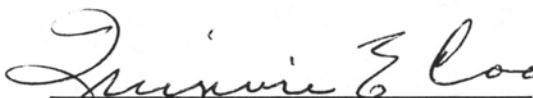
THE CITY OF MOUNT CLEMENS

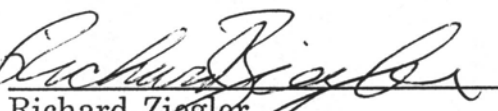
and

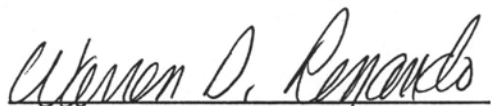
MOUNT CLEMENS POLICE OFFICERS ASSOCIATION
AFFILIATED WITH THE POLICE OFFICERS LABOR COUNCIL

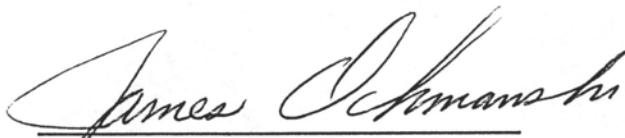
CITY OF MOUNT CLEMENS

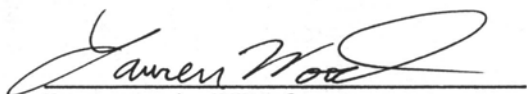
MOUNT CLEMENS POLICE
OFFICERS ASSOCIATION

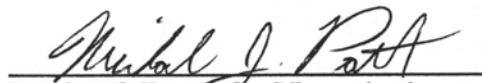

Quinnie E. Cody, Mayor



Richard Ziegler
Union Representative


Warren D. Renando
City Manager


James Ochmanski, President


Lauren A. Wood
Assistant City Manager


Michael Patrick, Negotiating
Team


Jeff Benoit, Negotiating Team

DATE SIGNED: 11-6-95

September 25, 1995

Letter of Understanding

Currently a system is in place for the City to equalize the distribution of all overtime assignments. However, the system relies on officers working their reasonable share of overtime. The Union agrees to cooperate with the City in establishing a policy which will specifically address procedures to ensure overtime is evenly distributed. Setting up such procedures to equalize overtime and to formally implement a revised system will be the goal of the Overtime/Safety Committee. The committee will include Chief Lubeckyj and Lauren Wood for the City, and representatives from the Mount Clemens Police Officers Association in conjunction with the Police Officers Labor Council.

This letter shall not be interpreted to supersede language in the current collective bargaining agreement.

City of Mount Clemens

Mount Clemens Police Officers
Association

Quinn E. Lody

Richard Fisher

Wane D. Remick

James Schmale

Lauren Wood

Michael J. Post

John [Signature]