

3457

6/30/98

**Agreement Between**  
**CITY OF MOUNT CLEMENS**  
**and**  
**POLICE OFFICERS LABOR COUNCIL**  
**(Lieutenants Unit)**

**Effective July 1, 1994 through June 30, 1998**

*Mount Clemens, City of*

## INDEX

| <u>ARTICLE</u> | <u>TITLE</u>   | <u>PAGE</u> |
|----------------|--|-------------|
|                | Purpose and Intent   | 4           |
| I              | Recognition  | 4           |
| II             | Discrimination   | 4           |
| III            | Agency Shop  | 5           |
| IV             | Aid to Other Organizations   | 5           |
| V              | Check-Off of Union Dues  | 6           |
| VI             | Personnel File/Union Representation & Activities                             | 6           |
| VII            | Managements Rights   | 7           |
| VIII           | Waiver Clause  | 8           |
| IX             | No-Strike Clause   | 8           |
| X              | Seniority  | 9           |
| XI             | Grievance and Arbitration Procedure  | 11          |
| XII            | Promotion, Demotion, Discharge, Dismissal, Seniority, and Affirmative Action | 14          |
| XIII           | Holidays   | 14          |
| XIV            | Work Schedule  | 15          |
| XV             | Overtime   | 16          |
| XVI            | Vacations  | 18          |
| XVII           | Sick Leave   | 20          |
| XVIII          | Personal Business Leave  | 21          |
| XIX            | Personal Holiday   | 22          |
| XX             | Insurance  | 22          |
| XXI            | Job-Incurred Injury  | 25          |
| XXII           | Longevity  | 25          |
| XXIII          | Clothing, Gun, Equipment and Misc. Allowance                                 | 27          |
| XXIV           | Shift Differential   | 28          |
| XXV            | Education  | 28          |
| XXVI           | Wages  | 30          |
| XXVII          | Retirement   | 31          |
| XXVIII         | Miscellaneous  | 33          |
| XXIX           | Nonresidency   | 34          |
| XXX            | Duration   | 34          |
|                | Letter of Understanding  |             |

**TABLE OF CONTENTS**

| <u>ARTICLE</u> | <u>TITLE</u>  | <u>PAGE</u> |
|----------------|---|-------------|
| III            | Agency Shop   | 5           |
| IV             | Aid to Other Organizations  | 5           |
| V              | Check-Off of Union  | 6           |
| XXIII          | Clothing, Gun, Equipment and Misc. Allowance                                | 27          |
| II             | Discrimination  | 4           |
| XXX            | Duration  | 34          |
| XXV            | Education   | 28          |
| XI             | Grievance and Arbitration Procedure   | 11          |
| XIII           | Holidays  | 14          |
| XX             | Insurance   | 22          |
| XXI            | Job-Incurred Injury   | 25          |
|                | Letter of Understanding   |             |
| XXII           | Longevity   | 25          |
| VII            | Management Rights   | 7           |
| XXVIII         | Miscellaneous   | 33          |
| XXIX           | Nonresidency  | 34          |
| IX             | No-Strike Clause  | 8           |
| XV             | Overtime  | 16          |
| XVIII          | Personal Business Leave   | 21          |
| XIX            | Personal Holiday  | 22          |
| VI             | Personnel File/Union Representation & Activities                            | 6           |
| XII            | Promotion, Demotion, Discharge, Dismissal, Seniority and Affirmative Action | 14          |
|                | Purpose and Intent  | 4           |
| I              | Recognition   | 4           |
| XXVII          | Retirement  | 31          |
| X              | Seniority   | 9           |
| XXIV           | Shift Differential  | 28          |
| XVII           | Sick Leave  | 20          |
| XVI            | Vacations   | 18          |
| XXVI           | Wages   | 30          |
| VIII           | Waiver Clause   | 8           |
| XIV            | Work Schedule   | 15          |

## COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of December, A.D., 1995, by and between the City of Mount Clemens, a Michigan Municipal Corporation, hereinafter referred to as "Employer", or "City" and Police Officers Labor Council, existing under the laws of the State of Michigan, hereinafter referred to as "Union".

### PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of Employees depends upon the Employer's success in establishing proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all Employees.

### ARTICLE I RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Police Officers Labor Council, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement, for the Unit of Lieutenants in the Mount Clemens Police Department.

### ARTICLE II DISCRIMINATION

No person employed by the City nor applicants for City employment shall be discriminated against because of race, sex, creed, color, or national origin. Active efforts shall be made to encourage applicants for City employment in all departments from all racial, religious, and nationality groups. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis. Membership in the Union shall be open to every employee covered by this contract on a non-discriminatory basis.

**ARTICLE III**  
**AGENCY SHOP**

- A. Membership in the Union is not compulsory. Employees have the right to join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, nor discriminate against, any employee as regards such matters.
- B. Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required to represent "all employees in the Bargaining Unit fairly and equally, without regard as to whether or not an employee is a member of the Union; and 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 share of the 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.
- C. In accordance with the policy set forth under Paragraphs A, B, and C of this Article, all employees shall, as a condition of employment, pay to the Union, the employees' exclusive bargaining agent and representative, an amount of money equal to that paid by other employees in the Bargaining Unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular 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.
- D. In consideration of the Employer's entering into this Collective Bargaining Agreement, which agreement includes in this Article an Agency Shop provision, the Union hereby agrees to indemnify the employer and hold harmless from 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 or 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 IV**  
**AID TO OTHER ORGANIZATIONS**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE V**  
**CHECK-OFF OF UNION DUES**

**SECTION 1 - Payment of Check-Off**

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction Form.

**SECTION 2 - When Deductions Begin**

Check-off deductions under a properly executed Authorization for Check-Off of Dues shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall remain on a weekly basis.

**SECTION 3 - Remittance of Dues to Financial Officer**

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with: (1) a list for whom membership dues have been deducted by the tenth (10th) day of the month following the pay day that the dues and charges were deducted.

**ARTICLE VI**  
**PERSONNEL FILE**  
**UNION REPRESENTATION AND ACTIVITIES**

**SECTION 1**

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 record 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.

### SECTION 3

The Union recognizes the functions for which members of the Bargaining Unit are employed, and agree that all duties required by such employment are to be undertaken with care and dispatch. In the event a dispute or possible dispute arises under the grievance procedure which requires immediate attention, the Steward shall be permitted to investigate and/or discuss with management such matters; provided, however, that such investigation or discussion does not disrupt the work of the Department of the Employees involved.

### SECTION 4

The City shall supply a bulletin board of adequate size to provide the Police Officers Labor Council with a location to post matters concerning its business. The Union herewith accepts responsibility for such posted material and agrees to remove any posting placed there without its authorization.

## ARTICLE VII MANAGEMENT RIGHTS

### SECTION 1

The City, on its behalf and on behalf of the electors within its boundaries, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Home Rule Act, powers and duties of cities, and 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 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 their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. To determine the hours of employment, 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.

### SECTION 2

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.

#### ARTICLE VIII WAIVER CLAUSE

The parties acknowledge that, during the negotiations which resulted in this Agreement, each party had the 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 and, therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subjects or matter referred to or covered by this Agreement or with respect to any subject or matter not specifically covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

#### ARTICLE IX 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 or permit its members to cause, nor will any member of the Bargaining Unit 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 the 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 curtailments 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 notices 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 election official's place of residence, business, or any City employee's residence.

## ARTICLE X SENIORITY

### SECTION 1 - Seniority List

The City shall post a list of the employees, arranged in order of their seniority, as set forth by the Mount Clemens Civil Service Commission. This list shall be posted in a conspicuous position at the place of employment.

### SECTION 2 - Layoff and Recall

In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to him at his last known address by registered or certified mail. In the event the employee fails to make himself available for work at the end of two (2) weeks, he/she shall lose all seniority rights under this Agreement.

### SECTION 3 - Loss of Seniority

An employee's seniority with the City will terminate for the following reasons:

- A. If he quits or retires.
- B. If he is discharged for cause.
- C. After three (3) consecutive days of unauthorized absence.
- D. If he fails to report for work within two (2) weeks following notice of recall.
- E. If he fails to return to work following a leave of absence or vacation, unless a satisfactory reason is given or because of an emergency situation.

### SECTION 4 - Job Advancement

- A. In the event of a vacancy or newly-created position within the Bargaining Unit, employees in the same rank may request a transfer to such assignment. The City shall post any such vacancies or newly-created positions for seven (7) days before awarding the job. The City shall choose the best qualified person for such transfer. Such decision shall not be arbitrary or capricious; however, in the event qualifications are equal, seniority in the Bargaining Unit shall prevail.

- B. When a Lieutenant is temporarily appointed to a higher rank, he/she shall receive the appropriate rate of pay for the higher rank.
  - 1. The City shall offer such temporary job assignments to the most senior man qualified on the shift affected.
  - 2. The City will not assign more than one (1) employee in order to circumvent the minimum time required.
  - 3. Such higher pay will become effective after five (5) days in the higher class in any thirty (30)-day period and will include the initial five (5)-day period.
- C. A classification may not be removed from the Bargaining Unit by merely changing the title or by modifying the classification specifications for the purpose of undermining the Union.
- D. The Union acknowledges that Act No. 78, State of Michigan Public Acts of 1935, as amended, provides for the filling of vacancies by examination conducted by the Mount Clemens Civil Service Commission.
- E. Traffic and Safety Officer and Youth Officer will be redlined at present rank. However, should any of the two named police officers leave these work positions, they will be filled by other officers with the rank of no less than corporal.

SECTION 5 - Temporary Work Assignments

- A. In the event there is a temporary job opening in the same classification due to illness, emergency, leave, vacation, temporary work increase, weather, etc., the City will fill such job by offering it to the most senior employee with the present ability to perform the duties involved within the classification of the Bargaining Unit.
- B. In the event there is a permanent opening with the classification of the Bargaining Unit, such job shall be offered to the most senior man on the shift affected by having the ability to perform the work in accordance with the existing procedures for temporary appointment pursuant to the provisions of Act 78.
- C. The senior employee, when temporarily assigned to work in a higher classification, shall receive the rate of pay equal to the minimum step in the range of the higher classification or a rate which reflects an increase, whichever is the greater, subject to the following provisions:
  - 1. The City shall offer such temporary job assignments to the most senior person qualified on the shift affected.

2. Such higher pay will become effective after five (5) days in the higher class in any thirty (30)-day period and will include the initial five (5)-day period.

## ARTICLE XI GRIEVANCE AND ARBITRATION PROCEDURE

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 term 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) 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 step, 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 the 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 the 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 of 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 to permit full and adequate representation of 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 the 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 the signing of this Agreement if the substance of such grievance is known, or should have been known, by the Union prior to the signing of this Agreement.
- I. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matter 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 the 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, 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 XII**  
**PROMOTION, DEMOTION, DISCHARGE,**  
**DISMISSAL SENIORITY AND AFFIRMATIVE ACTION**

- A. Problems involving promotion, demotion, discharge, dismissal, and seniority of employees of this Bargaining Unit shall be governed by the provisions of Act 78 of the Public Acts of 1935, as amended.
- B. In the event that Act 78 is repealed, the parties agree to re-open this Agreement to negotiate promotional procedures.
- 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 Lieutenants' 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 against the City in its efforts to meet affirmative action hiring goals.

**ARTICLE XIII**  
**HOLIDAYS**

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 previous Friday or the following Monday, in which case the employees will be advised as much in advance as practicable. The non uniform officers working a "Five Day-Forty Hour Week" whose birthday falls on a weekend will be given the option of eight (8) hours compensatory time to be added to their compensatory time balance,

or take a day of their choice off in lieu of their birthday with the prior approval of the employee's supervisor. Employees assigned on the basis of seven (7) Day/One Hundred Sixty- Eight (168)-hour schedules shall observe recognized holidays on the actual calendar day of occurrence.

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

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

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.

If an employee is not regularly scheduled to work a holiday, but is assigned or called in to work such day, he/she shall be paid twice the regular hourly rate for all hours actually worked that day.

#### ARTICLE XIV 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 established shift schedules.
- C. 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).

- D. 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.
- E. It is intended that the Police Officer will have a one-half (1/2)-hour lunch period and two (2) fifteen (15)-minute break periods per shifts, but will be expected to respond to emergency calls as usual.

**ARTICLE XV**  
**OVERTIME**

**SECTION 1**

- A. An employee who is required to work more than eight (8) hours while on regular shift shall be paid overtime at the rate stated below.
- B. Whenever overtime is required as a result of the absence of a command officer, such overtime shall be assigned to command officers only; exceptions can be made only when no command officer is available for such overtime work.
- C. All overtime work shall be paid at the rate of time and one-half (1-1/2) of the employee's regular hourly rate.
- D. 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 |

For each half hour, or fractional part thereafter, thirty (30) minutes will be paid at time and one-half (1-1/2).

- E. Present policy with respect to exchanging days within a platoon shall be continued.

**SECTION 2**

- A. 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.

- B. 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 (1-1/2) 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 (1-1/2). Employees shall be entitled to overtime pay if not notified twenty-four hours in advance of adjournment of or changes in Court dates.

### SECTION 4

When an employee is notified to stand by for emergency duty, he/she shall receive two (2) hours pay for each twenty-four (24)-hour period.

### SECTION 5

- A. When an employee is required to travel to a destination outside of a 100-mile radius circle from the City of Mount Clemens for purposes of attending police training schools, extraditions, or other similar activities which requires overnight accommodations, he/she shall be paid \$25.00 per diem, in lieu of any and all expenses involved in said trip, excluding the expenses of transportation and lodging.
- B. When an employee is required to attend a police training school, he/she shall be paid only for the actual time in attendance.

### SECTION 6

Every effort shall be made by the City to equalize the distribution of all special overtime, and complaints of unequal overtime shall be subject to the grievance procedure.

### SECTION 7

Employees shall be paid at straight-time rate for compensatory time accumulated subsequent to one (1) year prior to the time he/she terminates employment with the City.

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 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 accumulated compensatory time (or still has over 200 hours of accumulated compensatory time as granted above) will be paid at the regular overtime rate for any overtime or compensatory time earned.

#### SECTION 8

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 XVI VACATIONS

#### SECTION 1

After the employee's anniversary date, he/she shall be entitled to ten (10) days vacation at his/her regular straight-time rate.

#### SECTION 2

Employees who have completed seven (7) years of service shall be entitled to fifteen (15) work days vacation.

#### SECTION 3

Employees who have completed twelve (12) years of service shall be entitled to twenty (20) work days vacation.

#### SECTION 4

Employees who have completed twenty (20) years of service shall be entitled to twenty-five (25) work days vacation.

#### SECTION 5

Employees who have completed twenty-five (25) years of service shall be entitled to thirty (30) work days vacation.

## SECTION 6

In the event of separation from the service, work periods of less than a full year for earning vacation shall be pro-rated.

## SECTION 7

Vacation leave shall not be taken in advance unless approved by the Chief of Police and the Assistant City Manager.

## SECTION 8

In no event shall vacations be taken until six (6) months of employment have been completed.

## SECTION 9

Official holidays occurring during a vacation may be added to the vacation period.

## SECTION 10

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 Assistant City Manager in writing.

## SECTION 11

Those employees entitled to at least twenty (20) days vacation, if requested, may receive five (5) days pay in lieu of one week. Payment for said one week shall be made at one specific time during the current fiscal year.

## SECTION 12

Those employee 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.

## SECTION 13

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.

## SECTION 14

Those employees assigned to shift duty, otherwise referred to as "six on-two off" shifts, may select that period of six consecutively scheduled workdays within their work schedule to be considered as their vacation week and shall, in such instance, have five vacation days deducted from their current

SECTION 15

Upon separation from service, an employee shall be paid for his/her vacation time accumulated subsequent to one (1) year prior to the time he/she last terminates employment with the City.

SECTION 16

Vacation selection of Command Officers shall not be affected by the vacation selection of Patrolmen.

SECTION 17

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.

ARTICLE XVII

SICK LEAVE

(Amended 4/20/87)

SECTION 1

All employees shall be entitled to sick leave with pay based on one (1) day per month.

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 to the employee upon retirement. Upon death, such payments 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.

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.

## SECTION 2

An employee who reports for work and leaves because of sickness during his/her tour of duty shall be charged pro-rated sick time for the portion of his/her tour of duty which he/she is unable to complete.

## SECTION 3

In the event of death in the immediate family of the employee, he/she shall be entitled, when so required, to use a maximum of the next four<sup>(4)</sup> calendar days, not to be deducted from his/her accumulated sick leave, to arrange for or attend the funeral and burial. The immediate family shall be deemed to be: spouse, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, step-mother, step-father, step-child.

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 or burial of: aunt, uncle, niece, nephew, brother-in-law, sister-in-law.

## SECTION 4

Serious illness of spouse or child shall warrant use of sick leave by the employee after arrangements have been made with his/her immediate supervisor.

## SECTION 5

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.

## SECTION 6

Police Lieutenants who accrue and maintain over One-Hundred and Seventy (170) sick leave days will receive Fifty (50%) percent of their unused sick leave days on an annual basis to be paid following the end of each fiscal year. Payment will be made at the daily rate earned.

# ARTICLE XVIII PERSONAL BUSINESS LEAVE

## SECTION 1

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, vacation time- and must be requested with reasonable notice.

- A. Personal business days may be used for necessary business that cannot be conducted at other than the 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 necessary prior to absence. Deviation from this procedure shall be permitted if an acceptable emergency exists.
- C. Personal business days are not cumulative from one fiscal 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 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(s).
- F. In cases of extreme emergency, such as 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 XIX 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 XIII. Eligible employees may elect, in lieu of taking time off, to be compensated for the two personal holiday days at the rate of the personal holiday days were earned. Such payment shall be requested during the month of July for leave earned the previous contract year.

#### ARTICLE XX INSURANCE

##### SECTION 1 - Medical and Hospital Insurance

- A. Each member of the 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; D45NM, IMb, SA MVF-1 riders, ML, OB, FC, SD-1; Master Medical BC BS '65 opt. 2-1; \$2.00 co-pay prescription rider; D.C.C.R. Rider (option to add or pay for coverage), and Mandatory Second Opinion and Prevent Program.

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 or any children, whichever occurs first.

- 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 twelve month basis for each month 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 couple 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 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. Blue Cross coverage will be provided the same as Section 1, less IMb, 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.

*NOTE: As used in Section 2 above, the term "spouse" means the person to whom a retirant was married at the time his/her employment with the City 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 that 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) 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) Dollars group life insurance.

**ARTICLE XXI**  
**JOB-INCURRED INJURY**

SECTION 1

It is agreed that any employee covered by this Agreement who is injured while working, and subsequently subject to the provision 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 Assistant 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 Act or supplementation of 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 XXII  
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 due shall be prorated for that portion of the year in which he/she was employed.

SECTION 1 - Base

Based on a maximum of Fifteen Thousand (\$15,000) Dollars and effective January 1, 1981, based on maximum of Seventeen Thousand (\$17,000) 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 XXIII**  
**CLOTHING, GUN, EQUIPMENT, AND**  
**MISCELLANEOUS ALLOWANCES**

- A. Each employee covered by this agreement shall receive a clothing allowance once a year in a maximum amount of Four Hundred Fifty (\$450) Dollars. The 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) Dollars of the above-mentioned allowance may be used to purchase miscellaneous items not furnished by the Police Department.
- B. Upon assignment from uniform to non-uniform duty or vice-versa, except for temporary assignments, employees so assigned shall receive Three Hundred (\$300) Dollars to be added to their clothing allowance for utilization during the year of their reassignment.
- C. The City shall continue to pay for uniform cleaning in accordance with past practice.
- D. Each new employee shall be entitled to a maximum of One Hundred (\$100) Dollars to be used for the purchase of an off-duty gun.
- E. The City will replace uniforms and equipment damaged in the line of duty within sixty (60) days from the date of damage. If said offer is reimbursed by outside sources, the City will be compensated accordingly.
- F. Each employee shall receive One (\$1.00) Dollar per day for a maintenance allowance. This allowance shall be paid semi-annually, in advance, in the amount of One Hundred Eighty-Two and Fifty Hundredths (\$182.50) Dollars no later than July 31 and January 31. In the event of separation from service or non-observance of requirements of this paragraph, work periods of less than a full year for earning this allowance shall be pro-rated.
- G. Employees assigned to the Patrol Division shall, while on duty, be armed with a Police Department approved weapon.
- H. The City shall issue each member of the Bargaining Unit a parking sticker for the municipal parking lot.
- I. 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 XXIV  
SHIFT DIFFERENTIAL

SECTION 1

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.

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 employee works a full extra shift beyond his/her regular shift. He/she shall then be paid in accordance with the shift worked.

In addition, the regularly scheduled daytime Lieutenant, not to include substitute officers, will receive an 8.45 percent shift differential for all daytime hours worked. The purpose for compensating the daytime shift Lieutenant is for doing the former Police Inspector's duties. This 8.45 percent shift differential will not include any overtime hours worked. *Effective July 1, 1987.*

ARTICLE XXV  
EDUCATION

SECTION 1

The City recognizes the continuing need for employee 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 "Service" Training Programs

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 employee.

SECTION 4 - Education Assistance Program

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

- A. Applicants 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) 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", numerical equivalent, or better grade will be one hundred (100%) percent if textbooks are turned in to the department.
- I. Employees must have prior approval before beginning the course(s) and submit documents showing final grades(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 XXVI**  
**WAGES**

Salary ranges to be paid pursuant to present practice are as follows:

**Effective July 1, 1994 - June 30, 1995**

|                 | <u>Annual</u> | <u>Weekly</u> | <u>Hourly</u> |
|-----------------|---------------|---------------|---------------|
| Starting salary | \$46,119.84   | \$886.92      | \$22.173      |
| After 6 months  | 47,305.44     | 909.72        | 22.743        |
| After 12 months | 48,486.88     | 932.44        | 23.311        |

**Effective July 1, 1995 - June 30, 1996**

|                 | <u>Annual</u> | <u>Weekly</u> | <u>Hourly</u> |
|-----------------|---------------|---------------|---------------|
| Starting salary | \$47,964.80   | \$922.40      | \$23.060      |
| After 6 months  | 49,198.24     | 946.12        | 23.653        |
| After 12 months | 50,425.44     | 969.72        | 24.243        |

**Effective July 1, 1996 - June 30, 1997**

|                 | <u>Annual</u> | <u>Weekly</u> | <u>Hourly</u> |
|-----------------|---------------|---------------|---------------|
| Starting salary | \$49,404.16   | \$950.08      | \$23.752      |
| After 6 months  | 50,675.04     | 974.52        | 24.363        |
| After 12 months | 51,937.60     | 998.80        | 24.970        |

**Effective July 1, 1997 - June 30, 1998**

|                 | <u>Annual</u> | <u>Weekly</u> | <u>Hourly</u> |
|-----------------|---------------|---------------|---------------|
| Starting salary | \$50,887.20   | \$978.60      | \$24.465      |
| After 6 months  | 52,195.52     | 1,003.76      | 25.094        |
| After 12 months | 53,495.52     | 1,028.76      | 25.719        |

ARTICLE XXVII  
RETIREMENT

Police Officers Labor Council Union (Lieutenants), and the City of Mount Clemens have negotiated and agreed upon changes in the Mount Clemens Employee's Retirement System which result in changes in the language of said retirement as follows:

*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 five (5) consecutive years of his credited service, and for a fireman and policeman member during a period of three (3) consecutive years of his credited service, contained within his ten (10) years of credited service, immediately preceding the date his employment with the City last terminated.

If a general member has less than five (5) years of credited service, and a fireman and policeman member has less than three (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 sixty (60) years for a general member and age fifty (50) years for a 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 ten (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 two and one-half (2.5%) percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service not to exceed twenty-five (25) years, plus one (1%) percent of his final average compensation multiplied by the number of years, and fraction of a year, of his credited service in excess of twenty five (25) years.

Sec. 210                      Deferred Retirement Allowance

Should any member who has ten (10) or more years of credited service leave the employee 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 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 the period of his absence from City employment, except as otherwise provided in this section. In no case shall he receive service credit for the 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.

Sec. 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% of his final average compensation; (increased to 50% effective January 1, 1984), and
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)

A policeman member's contributions to the retirement system shall be 7.0% of the compensation paid him by the City effective July 1, 1982 and 2.0% of the compensation paid him by the City effective July 1, 1984. 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 allowance 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 employee's accumulated contributions subject to the following provisions:

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

A. 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 Unit of the Mount Clemens Police Department.

**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 lieutenants 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**  
**DURATION**

This Agreement shall be and continue in full force and effect from July 1, 1994, through June 30, 1998.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by their duly authorized representatives, this 18th day of December 1995.

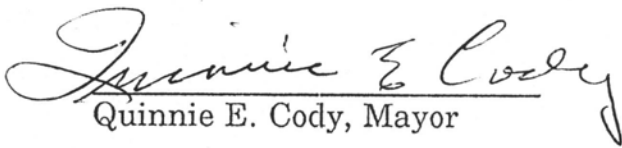
THE CITY MOUNT CLEMENS

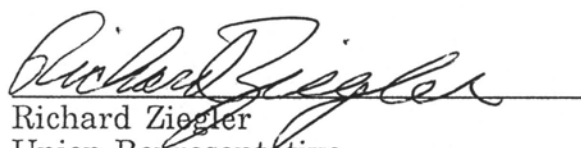
and

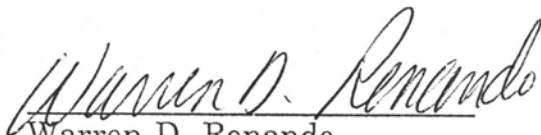
POLICE OFFICERS LABOR COUNCIL

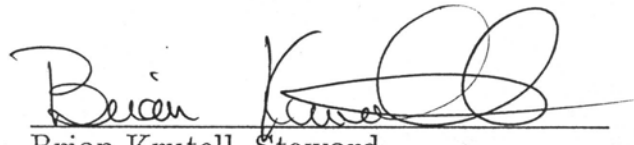
THE CITY OF MOUNT CLEMENS

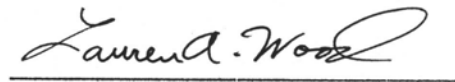
POLICE OFFICERS LABOR  
COUNCIL


  
Quinnie E. Cody, Mayor

  
Richard Ziegler  
Union Representative

  
Warren D. Renando  
City Manager

  
Brian Krutell, Steward

  
Lauren A. Wood  
Assistant City Manager

  
Charles Peace, Steward

DATE: January 4, 1996

December 5, 1995

Letter of Understanding

The City management and Lieutenant's Association agree to establish an Evaluation Committee to discuss, recommend and implement an evaluation system for the Police Department to use for promotional purposes. It is the intention of this letter to have the evaluation system in place by the end of next fiscal year which would be sometime during 1997.

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

City of Mount Clemens

Mount Clemens Lieutenant's  
Association

Quinn E. Cody

Brian K. [Signature]

Warren D. Renaldi

Charles [Signature]

James Wood

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_