

3458

6/30/98

Agreement Between
CITY OF MOUNT CLEMENS
and
POLICE OFFICERS LABOR COUNCIL
(Police/Fire Dispatchers - Clerks)

Effective: July 1, 1994 through June 30, 1998

Mount Clemens, City of

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COLLECTIVE BARGAINING AGREEMENT

This Agreement made and entered into this 4th day of December, 1995, by and between the City of Mount Clemens, a Michigan Municipal Corporation (hereinafter referred to as "Employer" or "City"), and the Police Officers Labor Council (hereinafter referred to as "Union"), existing under the laws of the State of Michigan.

WITNESSETH:

WHEREAS, the parties have conducted negotiations for an initial Collective Bargaining Agreement and 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 the Collective Bargaining Agreement.

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

ARTICLE I RECOGNITION

The City of Mount Clemens recognizes Police Officers Labor Council as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, for Police and Fire Clerk/Dispatchers, excluding Supervisors and all other employees. Furthermore, all employees funded under the J.T.P.A. program or any Federal program designated to replace J.T.P.A. are excluded. The City will negotiate with the Union 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 of 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 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.
- D. As a condition of employment, and in accordance with the policy set forth under Paragraphs 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 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 III PERSONNEL FILE

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 member 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

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 Department Head 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 Department Head within five (5) days after the grievance is received by the Department Head. In the event the Department Head is unavailable within the time limit provided, the matter may be discussed with the Assistant City Manager. The Department Head 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 Department Head'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 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 3 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 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 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 the Union strikes contrary to its non-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. 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 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 operations 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 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
EMPLOYEE DISCHARGE AND DISCIPLINE

Regular employees shall be discharged or disciplined only for just cause. Appeal from discharge or discipline must be taken within five (5) working days, as outlined in the grievance procedure. Said discharge or discipline may be taken through to arbitration, as outlined in the above-mentioned grievance procedures. Provided, however, complaints regarding discharge or discipline or probationary employees (those with six (6) months service or less) shall be subject to the seniority provisions provided in Article XI.

ARTICLE VII
SENIORITY

SECTION 1. *Probationary Period.*

New employees in the unit either serving full-time or part-time shall be considered as probationary employees for the first six (6) months of employment. When the employee successfully completes the probationary period, he/she shall be entered on the seniority list of the Bargaining Unit. There shall be no seniority for any purpose whatsoever among probationary employees. When a part-time employee becomes full-time, they shall be considered probationary employees for the first six (6) months of employment. However, when a part-time employee becomes full-time status, the employer may, at their discretion, waive the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, and hours of employment. It is understood and agreed that the provisions of this Agreement shall not infringe upon, or affect in any way, the rights of the Employer to terminate the employment or discipline any probationary employee for any cause deemed sufficient by the Employer. In the event of discharge, the City will give due consideration to any representation advanced by the Union. However, the City's decision after such consideration shall be final.

SECTION 2.

Seniority is defined as the employee's length of continuous service since the last date of hire. Seniority shall be on a Bargaining Unit basis and interchangeable between the two departments for any purpose, unless, provided otherwise in any other provision of this Agreement. The seniority list on the dates of this Agreement will show the names, job titles, and date

while on the federally funded programs shall be computed in determining seniority. Seniority credit for part-time employees shall accrue in accordance with the following schedule:

<u>Number of Hours Normally Assigned Per Week</u>	<u>Seniority Credit Per Calendar Month</u>
Up to 8 Hours, Inclusive	1/5 Month
Over 8 Hours to 16 hours, Inclusive	2/5 Month
Over 16 Hours to 24 Hours, Inclusive	3/5 Month
Over 24 Hours to 32 Hours, Inclusive	4/5 Month
Over 32 Hours	1 Month

SECTION 3.

An employee shall lose seniority for the following reasons:

1. The employee quits. If an employee is rehired at a later date, he/she shall be considered as a new employee.
2. The employee is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
3. The employee fails to report for work within the time limits provided for under the lay-off or leave-of-absence provisions of this Agreement.
4. The employee is laid-off for more than two (2) years.
5. The employee is absent without authorization for more than three (3) consecutive work days without notifying the Supervisor or the Personnel Department. After such absence, the Employer will send written notification to the employee at the last-known address when employment was terminated.

SECTION 4.

For purposes of determining vacation, longevity, and retirement, the total City seniority shall be used.

ARTICLE VIII 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 classification and ability to perform the work in the classification. The following general rules shall apply:

- A. Part-time employees will be laid off before full-time employees.
- B. Probationary employees shall be laid off first in each affected rank.
- C. 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 an 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 time said employees are notified.

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 have quit.
- B. In the event a recall is necessary on less than fourteen (14) 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 a temporary assignment not to exceed fourteen (14) days, or until the employee(s) passed over because of inability to return to work immediately return(s) 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 IX
HOLIDAYS

SECTION 1.

For purposes of this Agreement, the following shall be considered as holidays for all full-time employees:

New Year's Day, Martin Luther King's Birthday, 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 (December 31).

An employee's birthday shall be considered as a holiday, provided he/she has completed his/her probationary period.

If the celebration date of a holiday falls on an employee's regular day off, such employee shall be credited with eight (8) hours compensatory time.

To be eligible for holiday pay, an employee must:

Have worked, in full, the regularly scheduled straight-time work day prior to and the regularly scheduled straight-time work day subsequent to the holiday, except those employees who are absent due to illness, injury, death in the immediate family (as indicated in the funeral leave clause) and present satisfactory evidence thereof or approved vacation or compensatory time.

SECTION 2

Part-time employees shall earn holiday pay on the basis of the average hours worked per day during the previous two (2) weeks, provided the employee works some time during the holiday week and reports for work the last scheduled working day preceding and the next scheduled working day immediately following the holiday.

SECTION 3

If employees covered by this Agreement work on any aforementioned holiday, he/she shall be compensated for the hours worked at two (2) times the regular rate plus holiday pay at eight (8) hours pay at the employees regular hourly rate. In lieu of said holiday pay [eight (8) hours pay at the regular rate], an employee may elect to be credited with eight (8) hours compensatory time, provided the employee has not accumulated more than fifty (50) hours compensatory pay.

SECTION 4

When an employee is regularly scheduled or agrees to work on any of the designated holidays or the day observed in lieu thereof and does not work as

agreed, he/she shall not receive pay for such holidays, except those employees who are absent due to illness, injury, or death in the immediate family.

ARTICLE X
WORK SCHEDULE

- A. The parties hereto have 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.
- B. The work schedule of the employees shall be five (5) days on duty, two (2) days off duty. 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.
- C. 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.
Shift No. 2	8:00 a.m. to 4:00 p.m.
Shift No. 3	4:00 p.m. to Midnight

Dispatchers assigned to Shift No. 1 shall not be scheduled to change starting times if it would result in the dispatcher working more than eight (8) hours on a recognized holiday.

- D. 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.
- E. 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). Transfer 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.
- F. Probationary dispatchers 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 employment. 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.
- G. Should it become necessary for the efficient operation of the Police or Fire Department to change the present shift arrangement or to

establish new shifts, the City will discuss such change with the Union before putting it into effect.

ARTICLE XI
OVERTIME

A. Overtime

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 or 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 hearing of the Liquor Control Commission, Appeal Board, Breathalyzer Hearings, and other similar hearings, each employee shall receive a minimum of Thirty (\$30.00) Dollars or time-and-one-half for hours present, whichever is greater.

C. When an employee is notified by his/her Supervisor 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 this Bargaining Unit whenever practically possible. Exceptions

can be made when no member of the Bargaining Unit is available for such overtime work.

- E. 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 XII COMPENSATORY LEAVE

SECTION 1

Employees shall be allowed to earn compensatory time in lieu of overtime or holiday pay, provided the employee has not accumulated more than fifty (50) hours of compensatory time.

SECTION 2

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

Compensatory time off shall be granted when it does not create police overtime. Scheduled compensatory time off shall not be cancellable without at least twenty-four (24)-hours notice.

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 and, upon death, retirement, or separation from service, at straight time rates.

ARTICLE XXIII VACATIONS

- A. After the employee's anniversary date, he/she shall be entitled to ten (10) work days vacation at his/her regular straight-time rate.
- B. Employees who have completed four (4) years of service shall be entitled to fifteen (15) work 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. Part-time employees are entitled to the following: Vacation credit shall be based on the number of hours worked during employee's anniversary year in accordance with the following schedule:

<u>Hours Compensated During Anniversary Year</u>	<u>Vacation Hours Earned</u>
800 hours but less than 1,000	10
1,000 hours but less than 1,200	20
1,200 hours but less than 1,400	30
1,400 hours but less than 1,600	40

Vacation time shall not be advanced to part-time employees. Part-time employees shall be eligible to take vacation time after their anniversary date.

- G. In the event of separation from service, work periods of less than a full year for earning vacation shall be pro-rated.
- H. In no event shall vacations be taken until six (6) months of employment have completed.
- I. All vacations must be taken within one (1) year of the date earned or they will expire, unless an exception is approved in writing by the Department Head and the Personnel Office. Vacations may be taken at any time during the year with approval of the Supervisor.
- J. Those employees entitled to twenty (20), twenty-five (25), or thirty (30) days vacation may, if they so request, receive five (5) days pay in lieu of the last week of vacation. Payment for said last week shall be made at one specific time during the current fiscal year.
- K. Those employees assigned to shift duty, otherwise referred to as "five on-two off" shifts, may select that period of five (5) 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 or have four (4) vacation days deducted from their current vacation entitlement and one (1) compensatory day charged against their compensatory time accumulation. Accumulative days off shall not be given in advance in order to circumvent this section.

- L. 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. In the event of death, the employee's dependents - if designated, or estate - if not designated, shall receive such vacation pay.
- M. 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 one (1) dispatcher/clerk shall be concurrently on vacation. 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.
- N. Official holidays occurring during a vacation may be added to the vacation period.

ARTICLE XIV
SICK LEAVE

- A. All full-time employees shall be entitled to sick leave with pay based on one (1) day per month. Part-time employees accrue sick leave at 1/2 day per month.
- B. Employees hired prior to July 1, 1985 may accumulate a total of one hundred and twenty (120) sick leave days. Fifty percent (50%) of the accumulated sick leave shall be paid to employees upon retirement. Employees hired after July 1, 1985 may accumulate a total of one hundred (100) sick leave days. Fifty percent (50%) 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 dependants, 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 only for employee's hired prior to July 1, 1985. Any such 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.
- C. An employee who reports for work and 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.
- D. Serious illness of spouse or child shall warrant use of sick leave by the employee after arrangements have been made with the immediate Supervisor.

ARTICLE XV
FUNERAL LEAVE

- A. 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.

- B. 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.

- C. Part-time employees are entitled to paid funeral leave after their probationary period. Such leave will be prorated based on the employee's normal hours and will be given only for days normally worked by part-time employees. The number of days off shall be the same as for full-time employees.

ARTICLE XVI
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 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 the employee's working hours.

- B. Notification, therefore, shall be filed with the Supervisor 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 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 hour (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 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 XVII PERSONAL HOLIDAY

Any employee who uses less than eight (8) hours sick leave during the contract year shall be eligible for one (1) personal holiday 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 XVI. Eligible employees may elect, in lieu of taking time off, to be compensated for the personal holiday at the rate that the personal holiday was earned. Such payment shall be requested during the month of July for leave earned the previous contract year. Personal holidays are not cumulative from one contract year to the next.

ARTICLE XVIII 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/Blue Shield's Preferred Provider Option (PPO) or a Health Maintenance Organization Plan and shall be at the member's choice.
- B. Blue Cross shall include the following riders:
 - Comprehensive hospital care without co-payments or deductibles in a semi-private room with the following riders: D45NM, GCP-D, ML, PPNV-1, DC, SD, COB-3, SAT-II and GPC-SAT-II. Coverage shall include prescription drugs (\$2 co-pay), Mandatory Second Opinion and Prevent program.
- C. The City shall have sole discretion to determine the type of health insurance, the carrier and benefits for any eligible employee hired on or after July 1, 1991. An employee hired after July 1, 1991 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 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 and 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 employees 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 the 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 December 4th, 1995, the following schedule will be used in determining retiree medical benefit coverage:

<u>Years of Service 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 full-time 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 equal to base yearly income rounded to the nearest thousand, and not to exceed Twenty Thousand (\$20,000) Dollars. Said policy is to include an accidental death dismemberment provision.

Each employee who retires shall be provided continuation of Five Thousand (\$5,000) Dollars group life insurance.

ARTICLE XIX
JOB-INCURRED DISABILITY

SECTION 1.

It is agreed that any employee covered by this Agreement who is injured while working and is 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 over-time, 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 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 the 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 XX
CLOTHING ALLOWANCE

SECTION 1.

Each employee covered by this Agreement shall receive a clothing allowance once a year in a maximum amount of Three Hundred (\$300.00) Dollars. 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 purchase miscellaneous items not furnished by the Police Department.

SECTION 2.

The City will replace uniforms damaged in the line of duty within sixty (60) days from the date of damage. If said employee is reimbursed by outside sources, the City shall be compensated accordingly.

ARTICLE XXI
SHIFT DIFFERENTIAL

- A. Employees who work between the hours of 8:00 a.m. and 4:00 p.m. will work at the regular rate of pay.
- B. Employees who work between the hours of 4:00 p.m. and midnight shall be entitled to shift differential pay as follows:

Effective 7/1/85: \$.45 per hour.

- C. Employees who work between the hours of 12:00 midnight and 8:00 a.m. shall be entitled to shift differential pay as follows:

Effective 7/1/85: \$.85 per hour.

- D. Shift differential shall be paid weekly.
- E. 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 employee works a full extra shift beyond his/her regular shift. He/she shall then be paid in accordance with the shift worked.

ARTICLE XXII
WAGES

<u>Annual</u>	<u>Weekly</u>	<u>Hourly</u>
<u>Effective July 1, 1994 to June 30, 1995</u>		
\$24,059.36	\$462.68	\$ 11.567
24,338.08	468.04	11.701
24,573.12	472.56	11.814
24,872.64	478.32	11.958
 <u>Effective July 1, 1995 to June 30, 1996</u>		
\$24,781.12	\$476.56	\$ 11.914
25,068.16	482.08	12.052
25,309.44	486.72	12.168
25,619.36	492.68	12.317
 <u>Effective July 1, 1996 to June 30, 1997</u>		
\$25,773.28	\$495.64	\$ 12.391
26,070.72	501.36	12.534
26,322.40	506.20	12.655
26,644.80	512.40	12.810
 <u>Effective July 1, 1997 to June 30, 1998</u>		
\$26,547.04	\$510.52	\$ 12.763
26,852.80	516.40	12.910
27,112.80	521.40	13.035
27,443.52	527.76	13.194

ARTICLE XXIII
LONGEVITY

In addition to the employee's regular salary, the employee shall receive longevity for continuous years of service with the City either within or without the Bargaining Unit, based on the following schedule:

5 years of service and over	\$ 350
10 years of service and over	750
15 years of service and over	1,100
20 years of service and over	1,400
25 years of service and over	1,700

In case of death or retirement, longevity shall be prorated for that portion of the year completed.

ARTICLE XXIV
MANAGEMENT RIGHTS

SECTION 1.

The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan and of the United States. Further, all rights ordinarily vested in and exercised by the Employer, except as specifically relinquished herein, are reserved to the Employer. This includes, but without limiting the generality of the foregoing, the right to: manage all operations and activities efficiently and economically; hire; suspend; discipline; discharge; promote; demote; effect reductions in the work week or work day; establish, change, combine, or discontinue job classifications; prescribe work duties, content, and classifications; establish training requirements for the purpose of maintaining or improving job skills of employees; transfer; maintain discipline and efficiency among employees; decide the number of employees; increase or decrease that number; establish, revise, and enforce policies, procedures, rules, and regulations; carry out cost and general improvement programs; determine the scope of services furnished; determine the type of equipment to be operated establish schedules of operation; institute technological changes; and determine the methods, procedures, and means of providing service.

SECTION 2.

It is not the intent of the City to subcontract work presently performed by Bargaining Unit employees. The City may, however, temporarily (for short periods of time) utilize full-time Fire or Police Officers to fill Bargaining Unit positions.

The parties recognize the City's right to consolidate or merge the dispatching function with that of another agency.

In the event all or part of the present Bargaining Unit work is merged with other existing agencies, the City will make every attempt to place Bargaining Unit employees with the merging agency or in other City positions, if this merger causes the lay off of present Bargaining Unit employees.

ARTICLE XXV
LEAVE OF ABSENCE WITHOUT PAY

SECTION 1.

A leave of absence without pay or fringe benefits may be granted, in writing at the employer's discretion for a period not to exceed three (3) months. A leave of absence may be extended by the Employer, not to exceed one (1) year.

SECTION 2

Requests for leave of absences shall be submitted in writing and shall state the reason for such leave. Only an employee who has successfully completed his/her probationary period shall be eligible to apply for a leave of absence. If an employee obtains a leave of absence for reasons other than stated at the time the request is made, the employee will be terminated from his/her job without recourse.

SECTION 3.

Employees shall not accept employment elsewhere while on a leave of absence. Acceptance of employment or working for another employer while on leave of absence shall result in immediate and complete loss of employment with the Employer without recourse.

SECTION 4.

Time absent while on leave shall not be counted as time worked for any fringe benefit purpose.

SECTION 5.

Upon return of an employee from a leave of absence, he/she shall be reemployed at his/her previous job classification. Failure to return to work on the exact day scheduled shall be cause for termination at the sole discretion of the Employer. No employee shall return to work prior to the expiration of his/her leave unless a two-week notice is given and an employee with more seniority is not displaced.

ARTICLE XXVI
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, he/she 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 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. 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. Application 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 Five Hundred (\$500.00) 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" 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 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 XXVII
MILEAGE

When any member of the Bargaining Unit 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 XXVIII
RESIDENCY

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. Dispatcher 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 XXIX
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 prepositions 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.

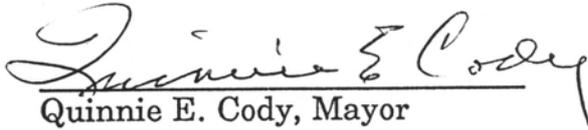
ARTICLE XXX
DURATION

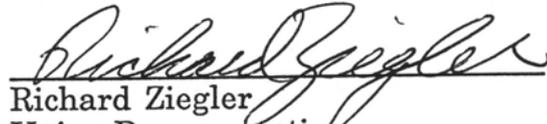
This Agreement shall be and continue in full force and effect until June 30, 1998.

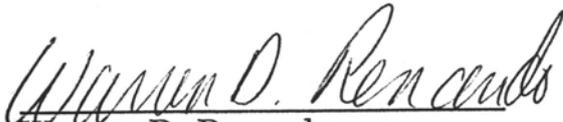
- A. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) days prior to the termination date. If neither party shall give notice of termination of this Agreement as provided in this paragraph, or if each party giving a notice of termination withdraws 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.

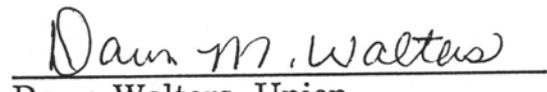
CITY OF MOUNT CLEMENS

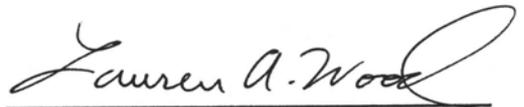
POLICE OFFICERS LABOR
COUNCIL


Quinnie E. Cody, Mayor


Richard Ziegler
Union Representative


Warren D. Renando
City Manager


Dawn Walters, Union


Lauren A. Wood
Assistant City Manager

DATE: December 13, 1995