

3713

12/31/98

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF PONTIAC, MICHIGAN

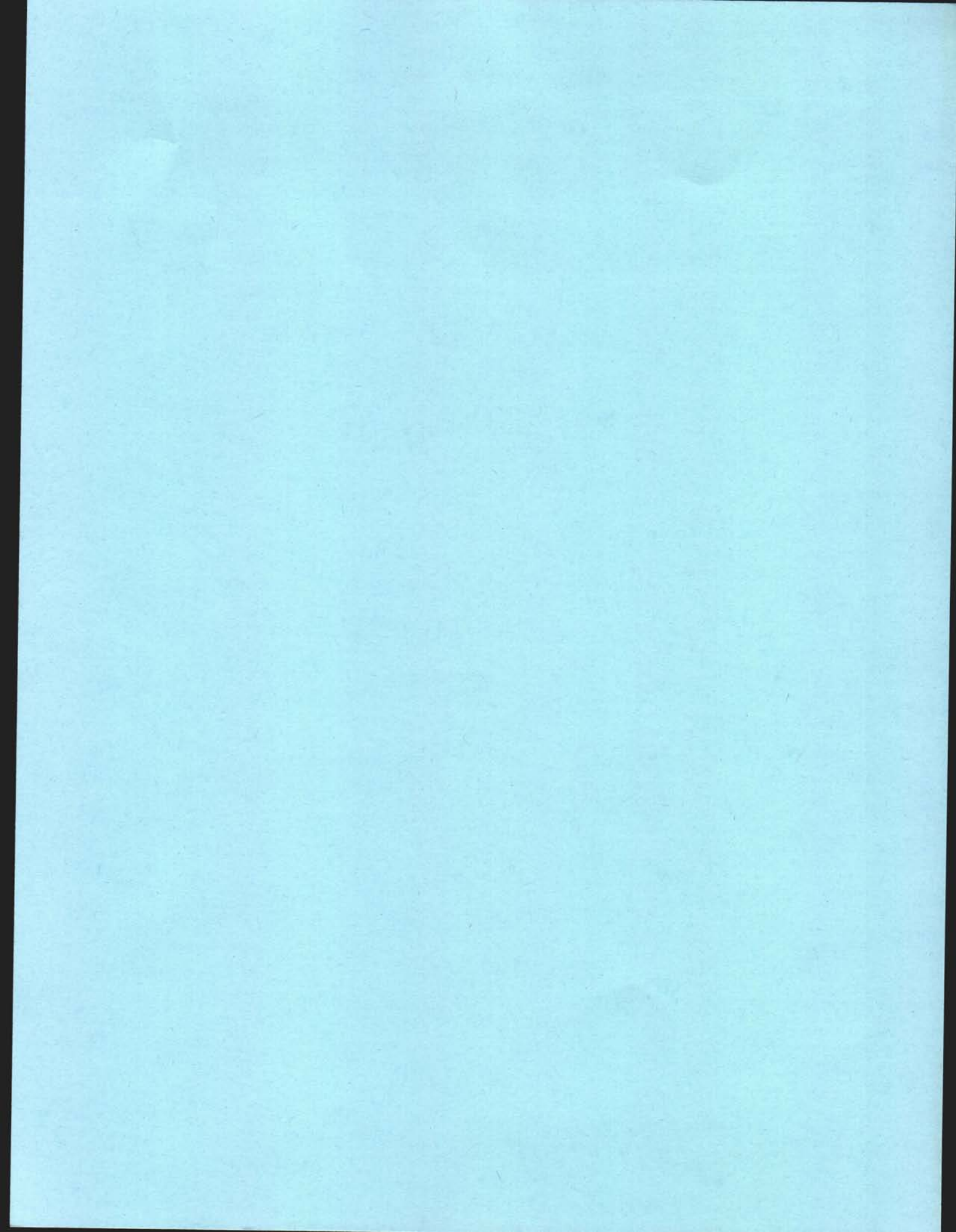
AND

THE PONTIAC POLICE SUPERVISORS ASSOCIATION

January 1, 1994 through December 31, 1998

Pontiac, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



**Pontiac Police Supervisors Association
INDEX**

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Aid to Other Unions	2.2	1
Adoption by Reference	10.7	34-35
Association Activities on Employer's Time and Premises	3.6	9
Association and Employer Representatives, Notice of	3.9	10
Association Representation Units	3.7	9
Association Security	2.4	2
Bargaining Unit	2.1	1
Call Back Time	5.3	14
Clothing Cleaning Allowance	8.12	27
Conditions of Work		12-15
Deduction of Dues	2.5	2-3
Deferred Payout	9.5	31
Definition of Seniority	4.1	10
Demotions and Layoffs	4.7	12
Dental Insurance	8.10	27
Disability Annuity	8.5	24
Discipline	5.5	14-15
Discrimination (Affirmative Action)	2.3	1
Drug Screen Policy	10.10	36
Duration and Automatic Renewal	10.11	36
<u>Family and Medical Leave Act</u>	8.14	28
Fringe Benefits		20-28
Funeral Leave	8.3	23
General Classification Surveys	6.3	19
General Leave of Absence	7.1	19
General Provisions		33-36
Grievance Procedure		3-10
Health Insurance	8.8	26
Holidays	8.6	24-25
Hours	5.1	12

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Indemnification for Judgments in Civil Court Lawsuits	5.7	15
Injury Compensation	8.4	24
Investigating Grievances	3.2	7
Leave for Reserve or National Guard Duty	7.3	20
Leave of Association Officials	7.2	19-20
Leaves of Absence		19-20
Legal Representation	5.6	15
Life Insurance	8.9	26-27
Longevity	9.3	28-29
Loss of Seniority	4.3	11
Maintenance of Conditions	10.3	33-34
Overtime	5.2	13-14
Pay Plan Distribution	10.1	33
Payment of Insurance Premiums While on Leave	7.4	20
Personal Leave Days	8.7	26
Plainclothes Allowance	8.11	27
Preparation Time	8.13	27
Processing a Grievance	3.1	3-7
Promotions	6.1	15-18
Purpose of Agreement	1.1	1
Rank Representation	3.8	9
Recognition	2.1	1-3
Residency	10.8	35-36
Retirement	9.6	32-33
Retirement Annuity Adjustment	9.4	29-31
Rights of Management	10.5	34
Seniority		10-12
Seniority Lists	4.2	10
Seniority Records	4.6	11-12
Severability	10.6	34
Shift Assignments and Furloughs	4.4	11
Shift Differential	5.4	14

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Sick Leave	8.2	22-23
Situations Not Covered by Agreement	10.4	34
Temporary Promotions	6.2	19
Time Off for Grievance Committee	3.3	7
Time Off for PPSA Officials with Pay	3.4	7-8
Time Off for Witnesses	3.5	8-9
Transfer Requests	4.5	11
Trial Board	10.9	36
Vacation Leave	8.1	20-21
Wage Benefits		28-33
Wages		28, 37
Working Agreement Distribution	10.2	33

**The City of Pontiac, Michigan
and
The Pontiac Police Supervisors Association**

ARTICLE I - PURPOSE OF AGREEMENT

This Agreement is made and entered into by and between the City of Pontiac, Michigan, hereinafter called the "City" and the Pontiac Police Supervisors Association, pursuant to Act 336 of the Michigan Public Acts of 1947, as amended.

The purpose of this Working Agreement between the City and the Supervisors Association is to promote and insure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work; and to provide a method for the redress of any grievance.

ARTICLE II - RECOGNITION

2.1 Bargaining Unit. The City hereby recognizes the Supervisors Association as the exclusive bargaining representative in respect to rates of pay, wages, hours of employment, working conditions, and other conditions of employment for all Police Sergeants, Lieutenants and Captains.

2.2 Aid to Other Unions. The Employer agrees that it will not negotiate with any other union, individual or group of individuals concerning the subject matter of this contract and that neither the Employer nor its officials or agents shall promote, assist, aid, foster or recognize any other union in any respect affecting the purpose of this contract as long as this Association is the legally designated representative.

2.3 Discrimination. It is mutually agreed between the parties that neither the Employer nor the Union shall discriminate against any member in regard to race, color, religion, sex, age, or national origin. The parties support appropriate affirmative action practices which are intended to overcome barriers to equality in employment opportunities. Affirmative action is recognized as a problem solving effort involving practices and procedures designed to negate or counteract barriers to equality in employment.

2.4 Association Security.

- A. Present employees covered by this Agreement shall, as a condition of employment, either become members of the Supervisors Association or pay the equivalent of the Association's regular monthly dues, referred to as a service fee, to the Association for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the effective date of the Agreement.
- B. Employees rehired, reinstated or promoted into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, as a condition of employment, become members of the Association or pay the equivalent of the Association's regular monthly dues, referred to as a service fee, to the Association for the duration of this Agreement, on or before the tenth (10th) day after the thirtieth (30th) day following the beginning of their employment in the unit.
- C. An employee who shall tender an initiation fee (if not already a member) and the periodic dues and assessments uniformly required of a member or service charge shall be deemed to meet the conditions of this section.
- D. The Association will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with Article II of this Agreement, including but not limited to, costs of litigation, attorney fees and judgments if any.

2.5 Deduction of Dues. The Employer hereby agrees to deduct dues, assessments and/or initiation fees of the individual employees to the Association as authorized by such employees upon the following terms and conditions.

- A. Each employee who desires to have such dues, assessments, and/or initiation fees deducted from his/her earnings shall execute an "AUTHORIZATION FOR PAYROLL DEDUCTION" form.
- B. The Employer shall place such deduction or deductions in effect at the next pay period of the month following receipt of same and continue in accordance with the terms and conditions set forth in the Authorization.

- C. The Employer shall transmit such deductions, together with a list of the employees paying same, to the Treasurer of the Association, designated in writing by the Association, and shall do so as soon as possible after the deductions have been made.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 Processing a Grievance.

- A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- B. Every officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure (The Grievance Committee shall be the same as the Negotiating Committee. The President of the Association shall be the Chairman of said Committee. Each rank (except Captain) will elect a representative to serve on said Committee. The representative shall process grievances forwarded to the Grievance Committee from his/her particular rank):

Step 1. An employee who believes that any provision of this Agreement has not been applied or interpreted properly may discuss his/her complaint with his/her immediate supervisor with or without the presence of his/her union representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his/her union representative before any discussion takes place with the Supervisor. The chain of command must be followed before going to Step 2.

Step 2. Written - Division Commander: If not satisfactorily settled at the first step, the grievance shall be reduced to writing and shall be referred to the Division Commander of the affected employee(s). A meeting with the Division Commander and the Committee of the Association shall be held within ten (10) working days after being referred to the Division Commander to discuss the grievance. If not satisfactorily adjusted at this meeting, the Division Commander shall give a written answer to the Association within ten (10) working days of the meeting.

Step 3. If not satisfactorily settled, the grievance shall be reduced to writing and referred to the Chief of Police or the designee. A meeting on the grievance between the Chief of Police or the designated representatives and the Association Grievance Committee shall be held within ten (10) working days of referral. If not satisfactorily adjusted at this meeting, the Chief or the designee shall give a written answer within ten (10) working days of the meeting.

Step 4. If not satisfactorily settled, the grievance may be referred to the Labor Relations Administrator. A meeting on the grievance between the Labor Relations Administrator, the Chief of Police and/or his/her designated representatives, and the Association Grievance Committee shall be held within ten (10) working days of referral. If not satisfactorily adjusted at this meeting, the Labor Relations Administrator shall give a written answer within ten (10) working days of the meeting.

When an employee is cited directly to the Trial Board he/she shall have an appeal to arbitration as set forth in Article III, Step 4. An employee who does not agree or accept the decision of the Trial Board may appeal from that decision. A grievance shall be submitted to the Labor Relations Administrator together with the original charges and the findings of the Trial Board. A meeting shall be held within ten (10) working days. The Labor Relations Administrator shall give a written answer within ten (10) working days of the meeting.

Step 5. Arbitration

Any unresolved grievance which involves an identified alleged violation of any specific article or section of this Agreement, past practice, memorandum of understanding, Federal, State or City Statute or Ordinance, arbitration award, or judicial finding and which has been fully processed to Step 4 of this grievance procedure, may be submitted to arbitration in strict accordance with the following:

1. Notice of intention to proceed to arbitration shall be given in writing to the Labor Relations Administrator.
2. The City and the Association shall attempt to agree on the selection of an arbitrator.

3. (a) In the event the parties cannot agree on the selection of an arbitrator within ten (10) days of the request for arbitration, the parties shall follow the AAA applicable rules and regulations in the selection of an arbitrator.
- (b) The arbitrator shall limit the award to the interpretation, application, or enforcement of this Agreement, and the arbitrator shall be without power or authority to make any award contrary to or inconsistent with, or modifying or varying in any way, or adding to or subtracting from this Agreement.
- (c) The right of the Association to file with the American Arbitration Association for arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the City's answer in the last step of the Grievance Procedure immediately prior to arbitration, and any grievance not submitted for arbitration within such period shall be deemed settled on the basis of the last answer given by the City.
- (d) The City in no event shall be required to pay back wages for more than ten (10) working days prior to the date a written grievance is filed, except in cases of suspensions. In the case of a pay shortage of which the employee could not have been aware before receiving his/her pay, any adjustment shall be retroactive to the beginning of the pay period covered by such pay if the employee files his/her grievance within ten (10) working days after receipt of such pay.
- (e) The award of the arbitrator shall be final and binding upon the City, the Association, and the affected employee(s).

- (f) The award of the arbitrator in any case shall not require a retroactive wage adjustment in any other case. Either party may, prior to the submission of a grievance to arbitration, state and the opposite party is bound to agree that the award shall not be a binding precedent in like or analogous situations pending at the time.
 - (g) In the event a grievance is submitted to an arbitrator and the arbitrator finds that he has no power to rule on such grievances, it shall be referred back to the parties without an award or recommendations on the merits of the grievance.
 - (h) The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for any pay expenses of witnesses who are called by them. On duty employees may be called as witnesses without loss of pay.
- C. Grievances affecting a number of employees may be treated as a policy grievance and entered directly at the second step of the grievance procedure.
- D. The Association shall be provided with a copy of the record of any disciplinary action taken against an employee which results in official entries being added to the employee's personnel file. It shall be understood that in cases of formal verbal reprimands the Officer involved may have an available Association representative present.
- E. Grievances shall be submitted within ten (10) days of the event, occurrence, or knowledge of the facts giving rise to the grievance and in cases of suspensions within ten (10) days of the day the suspension is terminated by discharge or reinstatement. Grievances not appealed in writing to the next step within five (5) working days of receipt of the last decision shall be considered settled on the basis of the last decision. All time limits of the grievance procedure may be shortened or extended by mutual agreement.

F. The City may meet at least once a month at a mutually convenient time with an Association Committee. The regular monthly meeting shall be held during the working hours on the Employer's premises and without loss of pay. The purpose of City committee meetings will be to discuss current problems and to discuss procedures for avoiding future problems. In addition, either may raise other issues which would improve the relationship between the two (2) parties.

3.2 Investigating Grievances. When it becomes necessary for the grievance committee to investigate grievances referred to it by a Unit Representative, a member of the grievance committee shall be given reasonable time off the job, with pay, to investigate the alleged grievance fully. The grievance committee member shall inform his/her supervisor sufficiently in advance of such time off as to allow a relief employee to fill his/her job if necessary.

3.3 Time Off for Grievance Committee. The members of the grievance committee shall be relieved from their regular duties, upon reasonable notice to their department or division head, to enable them to discuss with a department or division head and/or the Labor Relations Administrator or his/her designated representative on all grievances that have been processed to the appropriate level. They shall be paid at their regular rate of pay when they are conducting discussions for all time consumed during their regular working hours.

3.4 Time Off for PPSA Officials with Pay. The President, Captain's representative, Lieutenant's representative, and Sergeant's representative of the PPSA will receive reasonable consideration for time off the job with pay for the following union activities. All such requests for time off must be submitted in accordance with departmental procedure, and received sufficiently in advance to permit proper evaluation and replacement consideration. The Chief of Police shall make the final decision in all such matters and will provide the requesting union official with a written disposition to all such requests. Union officials shall be appropriately attired in accordance with the needs of their specific duty assignment during those times when they are officially on police duty or subject to immediate recall to police duty. The following activities under "A" through "H" will be administered as written.

A. **Monthly Membership Meetings.** (At the discretion of the Chief of Police, Vice President, Secretary and Treasurer will also receive consideration to attend this activity subject to being available for immediate recall to duty.)

Time off for such purposes shall be limited to the actual scheduled time of the meetings.

- B. **Special Committee Members.** PPSA members who are appointed as special committee members by the PPSA will also receive consideration at the discretion of the Chief of Police. Time off for such purposes shall be limited to the actual scheduled time of the meetings.
- C. **Special Training Seminars.** Individual determination in each instance shall be at the sole discretion of the Chief of Police.
- D. **Executive Board Meetings.** (At the discretion of the Chief of Police, Vice President, Secretary and Treasurer will also receive consideration to attend this activity subject to immediate recall to duty.) Time off for such purposes shall be limited to the actual scheduled time of the meetings.
- E. **Contract Negotiation Meetings.** Time off for this activity shall be the actual time off, however, if negotiations exceed five (5) hours, excluding meal periods, the remainder of the officer's duty tour may be excused at the discretion of the Chief.
- F. **Internal Association Affairs.** Up to four (4) PPSA elected officials may receive two (2) hours of duty time per week non-accumulative to conduct internal association affairs subject to prior approval and at the discretion of the Chief of Police. These employees shall be subject to recall to duty should conditions require.
- G. **Retirement Board Meetings.** Upon prior approval and at the discretion of the Chief, one (1) member of the PPSA appointed by the President shall receive consideration for time off the job with pay to attend all Retirement Board Meetings, subject to being available for immediate recall to duty. Time off for such purposes shall be limited to the actual scheduled time of the meeting.
- H. **Miscellaneous.** All other requests for time off will be at the sole discretion of the Chief of Police.

3.5 Time Off for Witnesses. When the grievance committee and the Labor Relations Administrator or his/her designated representative determine it necessary for

witnesses to be called, the said witnesses shall be relieved from their regular duties upon reasonable notice to their department or division head. The Association will compensate their witnesses who are relieved from their regular duties at their regular rate of pay for all time consumed during their regular working day. The Association may compensate all their off duty or civilian witnesses and will not hold the City liable for such compensation. The City will compensate all of their witnesses who are relieved from their regular duties at their regular rate of pay for all time consumed during their regular working day. The City may compensate all of their off duty or civilian witnesses and will not hold the Association liable for such compensation.

3.6 Association Activities/Employer's Time and Premises. The Employer agrees that during working hours on the Employer's premises and without loss of pay, designated Association representatives shall be allowed to:

- A. Attend negotiating meetings with the City (except Captains).
- B. Transmit communications authorized by the Association or its officers to City officials.

3.7 Association Representation Units. For the purpose of Association representation, the number of representative subunits in the department shall be as stated in Article III, 1-B. The Employer and the Association may agree to a modification of the bargaining subunits from time to time by memorandum agreement.

3.8 Rank Representation.

- A. In each rank, employees shall be represented by one (1) representative. In the absence of the representative in a given rank, the representative assigned to any other rank may act in his/her behalf. In the event none of the representatives are on duty, the employees may be represented by the President.
- B. The representatives (except Captains) during their working hours without loss of time or pay, may investigate and present grievances to the Employer provided sufficient notice is given to their respective supervisors.

3.9 Association and Employer Representatives, Notice of. The Association agrees to provide the Employer with a current list of designated representatives in the ranks who shall also serve as Grievance Committee members and Negotiating Committee members. This list will not include a representative of the rank of Captain.

ARTICLE V - SENIORITY

4.1 Definition of Seniority.

- A. Seniority is length of service or length of time in rank which assigns to permanent employees certain definite rights in the matter of reassignments, leave preference, and other considerations; provided, however, if an employee is suspended for a period of eighty (80) consecutive work hours and the suspension is not overturned, that employee does not earn seniority credit during the period of suspension.
- B. Seniority in relation to promotions shall be considered as determined in Promotional Policy dated April 22, 1965, as amended in Article VII, Section 1, i.e., seniority points shall be accumulated only to a maximum of 15 years service.
 - 1. Seniority in relation to other matters listed in "A" shall be considered by length of time in rank.
 - 2. Any difference of opinion concerning seniority between the City and the Association may become a matter of negotiation.

4.2 Seniority Lists.

- A. Seniority shall not be affected by race, sex, religion, marital status or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and classifications of all employees of the unit entitled to seniority.

4.3 Loss of Seniority.

A. An employee shall lose his/her seniority for the following reasons:

1. Resignation
2. Discharge
3. Retirement
4. Any suspension without pay for 80 or more consecutive hours.
5. Any unpaid leaves of absence unless waived by the Chief of Police.

B. In the application of the provisions of this section, due consideration may be given to extenuating circumstances as determined by the City.

4.4 Shift Assignments and Furloughs. Shift assignments and furloughs shall be based on seniority in rank and shall be determined separately within each section of the Uniformed Services Division. Platoons shall be considered "sections". Leave days shall be determined on the basis of operational needs within each section of the Uniformed Services Division. Determinations regarding leave days within all divisions shall be made by the division commander based upon operational need and demand; provided, however, that all such determinations of shift assignments, furloughs and leave days shall be subject to review, and if necessary, in his sole discretion, revision by the Chief of Police.

4.5 Transfer Requests. When a member of the bargaining unit desires a transfer to another Division, he/she may submit a written request to his/her commanding officer stating his/her reasons for the request, his/her qualifications, and his/her seniority. The Chief of Police shall make the final determination.

4.6 Seniority Records. Seniority of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated.

A. A seniority list for all employees under this Agreement shall be submitted by the City to the Association.

- B. The seniority list shall be established in accordance with seniority dates.

4.7 Demotions and Layoffs.

- A. Demotions due to layoffs shall be made in accordance with seniority in rank, i.e., the last one being promoted to be the first one demoted, and the first one demoted shall be the last one reinstated.
- B. No new promotions shall be made to these vacated positions as long as there are demoted employees who have not been reinstated.
- C. Layoffs shall be made in accordance with seniority in service, i.e., the last one hired to be the first one laid off, and the first one laid off shall be the last one recalled.
- D. The Association shall be notified in advance of any anticipated demotions or layoffs prior to the notification to the employees to allow the Association to work closely with the City and/or the Department to correctly align the determining conditions of the demotions or layoffs.
- E. If members of this bargaining unit are to be demoted due to layoffs, or laid off, a fourteen (14) day written and signed notice shall be given of the date when their services are to be discontinued.

ARTICLE V - CONDITIONS OF WORK

5.1 Hours. Notwithstanding any other provisions of this Agreement, the Department shall have the right to establish, schedule and operate a standard work week for all bargaining unit employees of five (5) duty days consisting of eight (8) consecutive hours. In the event the Department exercised its right under this provision to eliminate the ten (10) hour work day and the 4/40 work schedule, the affected employees shall work the five (5) day, eight (8) hour work schedule and receive overtime for authorized time worked in excess of eight (8) hours a day or forty (40) hours a week.

5.2 Overtime.

- A. Overtime is authorized time worked in excess of eight (8) hours or ten (10) hours for 4/40 employees per day and forty (40) hours per week, beginning with the ending time of the employee's shift, except in cases where a routine and regular previously assigned shift change occurs.

Employees who have completed regular hours during a scheduled work day shall be paid at the rate of time-and-one-half for all time worked in excess of regular scheduled hours on such day. Employees who have completed forty (40) regular hours during their scheduled work week shall be paid at the rate of time-and-one-half for all time worked over forty (40) regular hours. Employees who have completed forty (40) regular hours during their scheduled work week and are called back to duty on the seventh (7th) day of that work week shall receive double time (except for special events) for all hours worked on such seventh (7th) day with a minimum of four (4) hours pay at the rate of double time (except for special events). This provision shall not be applicable to court related time, e.g., obtaining warrants, signing probate petitions, court appearances, etc. Authorized vacation leave, sick leave, holidays and any other authorized leave time with pay shall be considered as time worked.

- B. Overtime may be paid in compensatory time off at the rate of time-and-one-half at the employee's discretion.
1. Effective July 1971, all accrued compensatory time will be frozen at its then monetary value and shall be placed in a special pool until used or paid out.
 - a. Such compensatory time may be used day for day but must be paid out only at the frozen monetary value.
 - b. Payouts on the frozen compensatory time will be at the employee's discretion.
 2. Compensatory time earned after July 1, 1981 must be used during the year it is earned or be paid out at the end of the each year. However, each employee may carry over no more than one hundred (100) hours of compensatory time, non-accumulative, each year.

C. Special Events

1. Employees working special events on an overtime basis will be selected from a special events overtime list.
2. Employees working special events on an overtime basis will be paid at a rate of time-and-one-half for all time worked.
3. Employees working as temporary sergeants will not be used as supervisors at special events unless the special events overtime list of sergeants is exhausted.

D. The parties agree that Identification Unit personnel who are required to be on standby will receive three (3) dollars for each day on standby.

5.3 Call Back Time. A minimum four (4) hours shall be paid at the rate of time-and-one-half for scheduled or unscheduled call back to duty, excluding court related time and being called back to duty because of an omission or commission of acts contrary to Department rules.

A. A minimum of three (3) hours shall be paid at the rate of time-and-one-half for all court related time, e.g., obtaining warrants, signing probate petitions, court appearances, etc. Overtime rates relating to all call back pay shall be discontinued at the beginning of the employee's regular shift. Where possible, call back time shall be evenly distributed among the employees of the Department.

5.4 Shift Differential. An afternoon shift differential of twenty (\$.20) cents per hour will be applied to all regularly assigned shifts beginning at and after 12:00 o'clock noon; and a night shift differential of thirty (\$.30) cents per hour will be applied to all regularly assigned shifts beginning at and after 4:00 o'clock p.m. Shift premiums will not be applied to regularly assigned "day shift" tours of duty.

5.5 Discipline. Discipline will be administered as set forth in the Pontiac City Charter and as published and in accordance with the Rules and Regulations of the Police Department. Forms of discipline which may be imposed are: verbal reprimand,

written reprimand, suspension without pay, and demotion. The Chief of Police may impose demotion as a form of punishment. Any disciplinary demotion imposed may be appealed through the grievance procedure only.

5.6 Legal Representation. Both the Employer and the Association are mindful of the historical undertaking of the Employer of the furnishing of legal counsel to the members of the Association at the expense of the Employer in situations where civil court lawsuits growing out of on-duty law enforcement activities have been brought against members of the Association on the complaint of one or more citizens. Such counsel shall continue to be furnished. Both the Employer and the Association are also mindful of an apparent increase in recent years of similar proceedings instituted solely by citizen action before administrative bodies. The Employer agrees, at the expense of the Employer, to furnish legal counsel referred by the Association and acceptable to the City to the members of the Association in proceedings brought before Administrative bodies against members of the Association which stem from authorized on-duty law enforcement activities and which are instituted solely on the complaint of one or more private citizens.

5.7 Indemnification for Judgments in Civil Court Lawsuits. Article V, Section 6 of this Agreement provides for furnishing legal counsel to the members of the PPSA at the expense of the Employer in situations where civil court lawsuits growing out of authorized law enforcement activities have been brought against members of the PPSA on the complaint of one or more citizens; in the event that such civil court lawsuit results in a Court Judgment against such a sued member of the PPSA, and such Court Judgment is not based upon an intentional tort or criminal misconduct of such sued member of the PPSA, the Employer will indemnify such sued member of the PPSA against whom such judgment is rendered for payment of such Court Judgment.

ARTICLE V - PROMOTIONS

6.1 Promotions.

- A. A promotional list will be made in order of final scores on examinations and promotions will be made in accordance with PPSA contract provisions in Pontiac City Charter, and the Police Department Policy

dated April 22, 1965, as amended, or replaced stated as follows:
Departmental promotions for Lieutenant and Captain shall be made by
competitive examination which shall consist of the following components:

Written Examination
Performance Rating
Oral Interview
Seniority

1. The written test will be administered by the Personnel Department to those applicants meeting the minimum qualifications and submitting an application during the prescribed filing period.
 2. Component scoring weights shall be as follows:
 - (a) Written Examination..... 45%
(A minimum passing score of 70% will be required to continue the examination process)
 - (b) Performance Rating..... 10%
 - (c) Oral Interview..... 35%
 - (d) Seniority..... 10%
 3. Seniority shall be a factor to a maximum of 10% in examinations. Seniority will be computed on a basis of .666% for each year of service to a maximum of fifteen (15) years. At fifteen (15) years of service and thereafter, seniority shall have an assigned weight of 10%.
 4. In promotional examinations, a minimum overall score of sixty-five (65) must be achieved in order for a candidate to be certified as having passed.
- B. In the event the date of promotion of more than one person is the same, seniority shall be determined by:
1. Length of service
 2. Placement on promotional list if length of service is the same.

- C. Examinations will be conducted for certified candidates. Promotional examination announcements shall be posted at least thirty (30) days prior to examination date. Examinations shall be confidential except that a candidate and his/her unit representative, at the request of the candidate, may inspect the completed examination of the candidate but may not copy questions nor take notes during such inspections.
- D. The names of employees who have qualified in a given promotional examination will be placed on an eligible list. An eligible list shall remain in force for two (2) years from the date of the last eligible list established or until the names on the list have been exhausted, whichever occurs first. At that time, the list will be discarded.
1. Qualifications: In order to participate in the promotional examination for Lieutenants, the applicants shall have served seven (7) years as a member of the force with at least one and one half (1-1/2) years in the rank of Sergeant. To participate in the promotional examination for Captain, the applicant must have served nine (9) years on the force with at least one and one half (1-1/2) years in the rank of Lieutenant. The applicant will be given credit for his/her seniority of time in rank as of the date of establishment of the promotional list.
 2. The names of qualifying employees will be placed on the list in order of final scores. In the case of a tie, names will be ordered according to seniority in rank and then in service. (Except as otherwise amended, modified, or changed by a Memorandum of Understanding).
 3. A promotion may be made from any of the top three (3) names on the eligible list at the discretion of the Chief of Police. Each eligible list shall remain in effect for a period of two (2) years unless sooner exhausted. An eligible list for each rank shall be maintained on a continuous basis so that any existing vacancies may be filled without undue delay.
 4. Effective August 25, 1993, the City will provide for an affirmative action plan which will allow minorities to move up into the ranks of the command staff. The affirmative action plan, which is permissive rather than mandatory in nature, would provide for two

(2) promotional lists. One would be a "regular list" which will include all employees who have a passing score and shall rank employees in the order of their total scores. The second list would be a "special list" which will include all minorities who had a passing score and will, as with the regular list, have members ranked in order of the top score to the lowest score.

Utilizing these two (2) lists, promotions to both the Lieutenant and Captain positions will be made as follows: for every two (2) promotions made from the regular list, one (1) promotion will be made from the special list. However, in the event that a minority employee is promoted from the regular list, that employee shall count as the minority promotion and shall cancel the need to promote anyone from the special list during that promotional cycle.

In addition, a minority is defined to include Blacks, American Indians, or Alaskan Natives, Asians, Pacific Islanders, Hispanics and Females. By its own terms, the affirmative action promotion procedure will discontinue for each rank once the minorities within each rank equals forty two (42%) percent.

5. Upon failure to satisfactorily complete the promotional probationary period of one (1) year for an employee who has been promoted will be returned to his/her former rank.
- E. Grievances pertaining to the nature and content of examinations must be filed at the third (3rd) step within twenty (20) working days after the date of the examination. Other grievances are barred twenty (20) working days after the posting of examination results.
 - F. Positions vacated by retirement, resignation, or death shall be filled from promotional lists within a period of sixty (60) days provided that the Chief of Police shall have the discretion of determining if such vacated position or positions shall be filled.
 - G. The City will furnish a bibliography and outline covering the contents of the proposed exams for the ranks of Lieutenant and Captain at least six (6) months prior to the date of the examination.

6.2 Temporary Promotions. An employee temporarily promoted by the Chief to perform in a higher classification for a period of five (5) working days shall receive a rate of pay for such duties as he/she would receive if he/she were promoted. This period shall not exceed ninety (90) days, nor shall successive assignments be made to the same position unless both parties agree that extenuating circumstances exist.

6.3 General Classification Surveys. The Association shall be given advance notice of any proposed general survey of employee classifications or change in position titles. Before any changes become effective they shall be negotiated and agreed upon by both parties. However, if the changes cannot be agreed upon within fourteen (14) days, the issues may then be referred to arbitration in accordance with the procedure set forth in Article III.

ARTICLE VII - LEAVES OF ABSENCE

7.1 General Leave of Absence. The City may, for good cause shown, grant an officer a leave of absence without pay for a period not to exceed six months. No absence without pay may be granted except upon written request of the officer and notice from the City to the Association. Leaves of absence will not be granted more frequently than once during any twenty-four months. Permission for such leave shall be set forth in writing and signed by the Chief of Police, and a copy given to the affected employee. Unpaid leaves for non-duty related injury or illness shall not accrue seniority. Military duty with the Armed Forces of the United States shall not be considered as interrupting the accrual of seniority.

Ten (10) days prior to expiration of the regularly approved leave of absence without pay, the officer shall notify the Department of his/her expected date of return and shall then be placed in a numerical position on the seniority list which reflects the period of lost seniority during said unpaid leave of absence. Failure to promptly return from approved leaves of absence shall be deemed as voluntary resignation of the member after four (4) scheduled work days. Notice of such termination shall not be required.

7.2 Leave of Association Officials. Leaves of absence for periods not to exceed six (6) months will be granted without loss of seniority for employees holding an elective Association office. They shall be allowed to continue in the City's insurance program

without loss by the payment of premiums. The vacancy created by the Association official on leave during the term of the leave shall be filled at the discretion of the Chief of Police.

7.3 Leave for Reserve of National Guard Duty. Employees who are in some branch of the Armed Forces or the National Guard will be paid the difference between their regular pay and payment for duty in the Reserve or National Guard, during the normal work week, provided proof of service and pay is submitted, or if called for any state or national emergency. This leave shall not exceed ten (10) work days in any twelve (12) month period.

7.4 Payment of Insurance Premiums While on Leave. An employee on leave without pay for non-service connected illness or disability shall have his/her health insurance premiums paid in full by the City for the first six (6) months of such leaves. The City will also pay its portion of an employee's life insurance premium for six (6) months. If an employee is laid off, the City will continue to pay health insurance premiums and its portion of life insurance premiums for a period not to exceed sixty (60) days from the cessation of active employment. The employee may thereafter remain in the insurance plans by paying their premiums to the City. An employee on leave for reasons other than mentioned in this section may remain a member of the City's insurance group by paying full insurance premiums to the City when due.

ARTICLE VIII - FRINGE BENEFITS

8.1 Vacation Leave.

A. Earning Vacation Leave

1. All regular employees covered by this Agreement shall earn vacation leave in the following manner:
 - (a) Those employees with less than four (4) years service shall earn vacation leave at the rate of one hundred and twenty (120) hours per year, one (1) hour vacation for every seventeen (17) hours worked.

- (b) Those employees with more than four (4) years service shall earn vacation leave at the rate of one hundred and sixty (160) hours per year, one (1) hour vacation for every thirteen (13) hours worked.
- (c) Those employees with more than nine (9) years service but less than fifteen (15) years service shall earn vacation leave at the rate of two hundred (200) hours per year, one (1) hour vacation for every ten-point-four (10.4) hours worked.
- (d) Those employees with more than fifteen (15) years service shall earn vacation leave at the rate of two hundred and forty (240) hours per year, one (1) hour for every eight-point-sixty-six (8.66) hours worked.

B. Posting Vacation Leave

- 1. Earned vacation leave will be posted to each regular employee's account on the anniversary date of his/her employment.
- 2. Vacation may be taken upon approval by the Division Commander and the Department Head. Choice of vacations shall be based on seniority in rank and shall be determined separately within each division, platoon, section or unit.

C. Vacation Leave as Terminal Pay. Upon leaving the service, an employee will receive pay for all unused vacation leave.

D. Frozen Vacation Bank. Effective January 1, 1983, any earned and accrued vacation credits shall be frozen. This time shall not have any monetary value unless taken as vacation or compensation at time of separation. In no way can the balance of accrued credited time in the frozen bank be increased or added to.

E. Current Vacation Bank. Beginning January 1, 1983, employees will be permitted to accrue or bank a maximum of twice their annual rate of accrued vacation time. This time shall have no monetary value except at separation. It is understood that any vacation time used shall first be deducted from the current vacation bank.

8.2 Sick Leave. All employees earn sick leave in accordance with the following provisions:

- A. Employees shall earn sick leave on the basis of one work day for each completed month of service.
- B. Employees may accumulate one hundred and fifty (150) days sick leave in their primary bank.

1. Any employee having accumulated the maximum allowable number of sick days as provided for in this Agreement and hereinafter called the "primary bank" shall be entitled to all rights and benefits provided for said primary bank. Additionally, an employee having so qualified shall be allowed to begin to accrue sick leave days in an account hereinafter called the "secondary bank". Sick leave days may be accrued in the secondary bank without limit subject to the following conditions:

- (a) Use of sick leave shall be from the secondary bank until exhausted and thereafter sick leave will be drawn from the primary bank.
- (b) Sick leave accrual in the secondary bank shall have no monetary value whatsoever except as qualified in paragraph 3 and shall not be counted in any way with the primary bank for any reason.
- (c) The only value of the secondary bank shall be its use to provide compensation for approved absences due to illnesses.
- (d) The secondary bank shall be considered exhausted upon an employee's separation from the service of the City.

- C. Sick leave may be charged in units of one (1) hour or more.

- D. Sick leave may be used in case of personal illness of an employee or when he/she is required to attend a member of his/her immediate family who is ill or incapacitated.
- E. The immediate family shall mean: wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister. This will also include any other relatives permanently living in the same household.
- F. To be paid for sick leave, an employee shall notify the proper supervisor prior to the working day.
- G. Vacation time may be used as sick leave when requested whenever absence due to illness exceeds the amount of paid leave earned.
- H. After all leave time has been used, sick leave without pay shall be granted to employees upon recommendation for such sick leave by their personal physician.
- I. An employee retiring under the Pension System shall receive pay from the City for fifty percent (50%) of their accumulated sick leave in their primary bank as shown on the records in the Personnel Department and it is to be figured in the employee's Final Average Salary. The monetary value of each sick leave day in the primary bank shall be equal to one-tenth (1/10th) of the bi-weekly pay.

Effective January 1, 1996, sick leave accrued in the secondary sick bank shall have a monetary value at the time of retirement of 25% over 1,200 hours as shown on the records in the Personnel Department at the time of retirement.

8.3 Funeral Leave. At the employee's discretion, up to five (5) days funeral leave shall be granted a supervisor for the following members of his/her family: wife, husband, daughter, son, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, spouse's grandmother, spouse's grandfather and employee's natural grandchildren.

8.4 Injury Compensation.

- A. An employee of the bargaining unit, in the event of receiving workers' compensation payments for a compensable injury, shall receive from the City the difference between workers' compensation payments and his/her regular pay until he/she returns to duty or receives a disability annuity.
- B. A member off on duty disability/workers' compensation will apply to the Pension Board for disability retirement once every six (6) months. Final recommendation shall be made by the Pension Board Medical Doctor.

8.5 Disability Annuity.

- A. Any salary or other form of compensation received by the member during disability from public funds, or any payments under workers' compensation laws of the State of Michigan or ordinances of the City shall not be applied to reduce the amounts accruing on the annuity to which the employee is entitled pursuant to Section 8 of the Police Officers' Retirement System.
- B. The non-service connected disability annuity of an employee, pursuant to Section 9 of the Police Officers' Retirement System, shall not be reduced by any amounts received by the employee from public funds as salary or other forms of compensation during disability.
- C. No employee on disability, pursuant to Section 8 and 9 of the Police Officers' Retirement System, shall receive compensation from public funds in an amount greater than the base salary of an actively employed Police Officer in the employee's same rank or classification.

8.6 Holidays. As many employees as possible shall be given each holiday off with pay. These employees must receive a minimum of seventy-two (72) hours notice. Employees who are required to work on any of the holidays will receive double time for all time worked. No employees scheduled to work shall be sent home with less than seventy-two (72) hours notice. (72 hour notice applies only to those who work a 4/40 schedule)

- A. The above is in addition to Lump Sum Holiday Pay.

The following shall be paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday (1/2 day)
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve

All National, State and City general election days, excluding partisan caucuses, special elections and presidential primaries.

- B. Holiday-When Celebrated. The actual day of the holiday will be celebrated instead of the City designated day of the holiday.

1. Any employee who is scheduled to work on a holiday and is sent home with seventy-two (72) hours notice may be called back to fill in for any officer calling in sick, injured, funeral leave or other emergency on a holiday. Such officer shall receive ten (10) or eight (8) hours additional pay.

- C. Lump Sum Payment. Each employee shall receive a lump sum payment for all holidays for each fiscal year beginning with the first lump sum to be paid within thirty (30) days after acceptance by the City Council but no later than January 1, 1983, retroactive to July 1, 1982 (the lump sum payment shall be for one (1) day's pay for each of the above holidays).

Thereafter, the lump sum is to be paid between July 1 and 15th of each year. Should any employee separate from employment with the City for any reason after July 1, of any year, the City shall be reimbursed from the final pay of such employee for all holidays paid for which have not yet occurred that fiscal year.

8.7 Personal Leave Days. Effective January 1, 1985, employees shall earn personal leave days per fiscal year in accordance with the following schedule:

Start thru 5 years of service	1 day
6 thru 9 years of service	2 days
10 years and over	3 days

Personal leave days must be used in the fiscal year or lose them. The procedure for approval and use of personal leave days shall be as set forth in the department procedures.

8.8 Health Insurance. The City shall provide all bargaining unit employees, spouses and minor children, retirees and spouses and minor children with full paid Blue Cross-Blue Shield MVF1, Master Medical Health Insurance with a two (2) dollar deductible prescription drug rider, or carrier with comparable insurance coverage. Effective July 1, 1983, the City will provide to each member the following Blue Cross-Blue Shield riders necessary for reciprocity: ML, VST and FAE/RC and for members who retire after July 1, 1981. Any dispute on comparability of benefits shall be submitted to binding arbitration with an insurance actuary, mutually selected, as the arbitrator.

Effective January 1, 1994, the City shall increase the health insurance deductible to \$200 per year per individual and \$400 per family for each calendar year.

Effective thirty (30) days after the award (September 19, 1996), the prescription drug rider will be five (5) dollars. Only Blue Cross/Blue Shield Traditional and Blue Cross Preferred (PPO) shall be affected by the increase in drug rider. Individuals retiring thirty (30) days after the award shall also be affected by this provision.

Effective thirty (30) days after the award (September 19, 1996), employee shall submit to mandatory second opinions for elective surgery. Individuals retiring thirty (30) days after the award shall also be affected by this provision.

Effective thirty (30) days after the award (September 19, 1996), new employees shall be eligible to receive health insurance benefits after sixty (60) days of employment with the City.

8.9 Life Insurance. The amount of life insurance coverage provided to each member of the Association by the City will be forty-five thousand (\$45,000) dollars

the time of death. Also, the City shall provide all bargaining unit employees with full paid double indemnity life insurance coverage. When a member retires, the amount of life insurance coverage provided by the City will be one-half (1/2) the life insurance coverage received at the time of retirement. Any dispute on life insurance coverage will be submitted to binding arbitration with an insurance actuary mutually selected as the arbitrator.

Effective July 1, 1993, unit members retiring shall have their life insurance reduced to \$5,000. Those retiring prior to July 1, 1993 would receive what the current contract provides for, i.e., one half of the life insurance coverage (\$45,000) received at the time of retirement.

8.10 Dental Insurance. The dental coverage will be improved July 1, 1983 to provide 100% of preventative and diagnostic dental care and 70% of Class I and Class II types of dental care with a maximum payment of \$800 per family member per year. Effective July 1, 1983, the City, in addition to present retirees coverage, will begin to pay the premium for the retirees' spouses for employees who retire after July 1, 1981.

Effective October 1, 1993, an orthodontic rider having a 50/50 co-pay and a lifetime maximum of \$1000.00 per family member will be added to the dental insurance coverage.

8.11 Plainclothes Allowance. The City will provide any Police Officer in the unit who has a regularly scheduled assignment which requires the wearing of plainclothes rather than a uniform, a plainclothes allowance of five hundred and fifty (\$550) dollars annually.

8.12 Clothing Cleaning Allowance. Effective January 1, 1988, the City will provide all employees in the bargaining unit a cleaning allowance of three hundred fifty (\$350) dollars annually.

8.13 Preparation Time. Effective January 1, 1990, preparation time shall be paid to each employee at a minimum of one-half (1/2) hour of straight time for each day worked. The time shall be credited as CTO time to each employee's account on the first pay period in January and July of each year.

8.14 Family and Medical Leave Act. The City shall abide by the guidelines of the Family and Medical Leave Act of 1993. All leaves under the contract shall be counted toward the employee's entitlement under the Family and Medical Leave Act.

ARTICLE IX - WAGE BENEFITS

9.1 The subject of wages shall be dealt with separate from this Agreement. However, any agreements reached as to wages shall be considered a part of this Agreement. Negotiations on wage benefits shall commence not sooner than sixty (60) days prior to the submission of the budget to the City Council as prescribed in the Pontiac City Charter.

9.2 The City agrees for this contract period to maintain a present base salary percentage differential between the ranks of Senior Patrol Officer, Sergeant, Lieutenant, and Captain. No retroactivity for periods prior to January 1, 1979.

9.3 Longevity. The City agrees to initiate a longevity program which will be administered in the following manner:

- A. Employees who have completed five (5) years service but less than ten (10) years service will receive a 2% payment.
- B. Employees who have completed ten (10) years of service but less than fifteen (15) years service will receive a 4% payment.
- C. Employees who have completed fifteen (15) years service but less than twenty (20) years service will receive a 6% payment.
- D. Employees who have completed twenty (20) years service but less than twenty (25) years service will receive an 8% payment.
- E. Employees who have completed twenty five (25) years service will receive a 10% payment.
- F. Such longevity payments will be made annually during the first part of December of each year.

- G. Employees who complete the 5th, 10th, 15th, 20th, or 25th year after January 1 of any year will have their longevity payment calculated, without proration, on the basis of the range set forth for such 5th, 10th, 15th, 20th, or 25th year.
- H. Each eligible employee shall receive longevity payments computed on his/her straight time earnings up to his/her actual base rate. Overtime and shift premiums will not be included in computations for longevity payments. Longevity payments will be computed on the year beginning with the first pay period following the end of the last pay period in November and ending at the close of the last pay period in November next. This provision is effective January 4, 1970.
- I. Employees who retire will receive a longevity payment prorated on a monthly basis for the time worked during the calendar year of the retirement and the survivors of employees who die will be paid the longevity payment prorated on a monthly basis for the time worked during the calendar year of the death.
- J. All employees except employees who are discharged or resign with disciplinary proceedings pending will receive prorated longevity payments upon separation.
- K. Should the percentages listed in the present longevity program be changed there shall be no proration in implementing the new percentages.

9.4 Retirement Annuity Adjustment.

- A. The parties agree that the City will provide police officers retiring on and after July 1, 1976, annually, 2% of their base retirement annuity. Such sum shall be cumulative for a maximum of 10 years. Maximum cost of living total after 10 years shall be 20% of the retiree's original retirement annuity. Such sum shall be paid annually thereafter.
- B. Effective July 1, 1983, employees retiring after January 1, 1981, shall receive an annual two (2) percent of their base retirement, cumulative for twelve (12) years, and after the thirteenth (13th) year, one (1) percent will

be added for a maximum of twenty five (25) percent. In addition, the City will begin paying the employees two (2) percent pension contribution on July 1, 1983.

- C. Effective July 1, 1984, employees retiring after July 1, 1984, shall receive an annual two (2) percent of their base retirement cumulative for thirteen (13) years for a maximum of twenty six (26) percent.
- D. Effective January 1, 1985, employees retiring after January 1, 1985, shall receive an annual two (2) percent of their base retirement cumulative for eighteen (18) years for a maximum of thirty six (36) percent.
- E. Effective December 31, 1987, employees retiring after January 1, 1985, shall receive an annual two (2) percent of their base retirement cumulative for twenty five (25) years for a maximum of fifty (50) percent.
- F. Member contributions to the retirement system will be increased to no more than three (3) percent if the increased retirement annuity term above exceeds five (5) percent effective January 1, 1988. It is understood by the City and the PPSA that if the increased costs exceed five and one half (5-1/2) percent the parties will negotiate the benefit to be within the five and one half (5-1/2) percent.
- G. Effective September 1, 1979, any member having at least twenty five (25) years credited service may retire on a service retirement annuity, at the member's option, upon or after attainment of age 50.
- H. Effective January 1, 1984, any member having at least twenty five (25) years of credited service may retire on a service retirement annuity regardless of age, at the member's option, or age 50 with twenty (20) years of service.
- I. Upon retirement from service, a member shall receive an annuity calculated in the following manner: For the first twenty (20) years of service, three (3) percent of final average salary for each year of service. For the next five (5) years of service, two (2) percent of final average salary for each year of service. For the next five (5) years of service, one (1) percent of final average salary for each year of service. Subject to a

maximum of seventy five (75) percent of final average salary. A fractional period of service of less than a full year shall be considered in the calculation of the annuity (effective September 1, 1979).

- J. Wherever reference is made under Policemen's and Firemen's Retirement System in Chapter XIX of the City Charter to age fifty five (55) of spouse, this age shall now be changed to age fifty (50) (effective September 1, 1979).
- K. Beginning January 1, 1981, the City will pay 6% of the 8% employee's current pension contribution.
- L. Beginning January 1, 1983, each PPSA member's pension contribution will be 2.5% of base salary, longevity, lump sum holiday payment, bonus and shift differential into the police and fire pension system. Effective January 1, 1994, the final average salary shall also include lump sum vacation pay at time of retirement, not to exceed two (2) years of accumulation (480 hours).
- M. Any members who retired after November 1, 1994 will have their contributions before July 1, 1989 refunded at time of retirement. An employee may withdraw his/her contribution made after July 1, 1989 at the time of retirement with an equivalent actuarial reduction in the pension benefits to be received by the employee. The actuarial reduction will be computed by the actuary using the same formula utilized with respect to the Police unions and approved by the Pension Board.

9.5 Deferred Payout. At the option of the person retiring, any cash payout due the employee for any reason, including but not limited to, accumulated vacation time, sick time or compensatory time, can be deferred to no later than the second pay period in January of the following year. Upon the election of the employee to defer payment, no right or use can be made by the employee until the next calendar year. In any event, no interest shall be paid on the amount deferred. The City will be held harmless by the union or an individual of the union from any litigation resulting from any rule, regulation, law, etc., promulgated by or through the IRS and in any case the City may use its own attorneys in its defense.

9.6 Retirement.

- A. **Annuity Withdrawal.** Effective January 1, 1985, employees may exercise an option at the time of retirement (when monthly pension commences), to withdraw their contribution which will reduce the monthly pension based on the accrual schedule.
- B. **Non-Service Connected Death Benefit.** When an employee is eligible to retire, their spouse becomes eligible to collect benefits at whatever age upon member's death. Effective January 1, 1985, the Non-Service Death Benefit will be as follows:
1. Provided a member has acquired three (3) years of credited service, upon the death of a member resulting from any cause other than an act of duty: (a) while a member is in service; (b) on sick leave with salary; (c) on an approved leave of absence extending not more than six (6) months continuously; (d) while in receipt of a service or non-service connected disability annuity, or; (e) after withdrawal from service with at least ten (10) years of credited service, the member's surviving spouse shall be entitled to an annuity. The annuity shall be equal to 30% of final average salary, increased one (1) percentage point for each year of credited service above three (3) years up to a maximum amount equal to 50% of the final average salary.
 2. If minor children (as defined herein) under age of 18 survive the member, the spouse shall receive on account of each such minor child an additional 10% of the member's final average salary. The combined payment to a spouse and children shall in no event exceed 60% of such final average salary. If no spouse survives, or if the spouse remarries before all eligible children have attained age 18, each minor child under age 18 shall be entitled to 15% of such member's final average salary subject to a limitation for the combined payments to children equal to 50% of such final average salary. In the event the foregoing limitations are exceeded, payment to the spouse and children shall be prorated to conform to the applicable limitations.
 3. The annuity to a spouse shall be payable until remarriage of the spouse. Minor children shall be eligible for annuity until their

attainment of age 18, death or marriage, whichever occurs first. Payment to a spouse under this section shall be subject to the following condition.

4. The spouse shall have been married to the member prior to the date of death of the member, or prior to the date of retirement annuity of non-service connected disability annuity, whichever occurs first and in any event while the member was in service.
 5. In addition to the foresaid annuities, if a member's death occurred while the member was engaged in active service with the City of Pontiac at the time of death, the spouse of the member, or his or her minor children if a spouse does not survive the member, shall be entitled to receive at the time of death of the member, a payment equal to the member's annual salary as the same shall be in effect at the date of death. Each such child shall be entitled to an equal part of this benefit and the payment thereof on account of such minor children shall be made to their legally appointed guardian.
- C. Vesting. Effective January 1, 1988, the number of years of service before a member, as a Pontiac Police Officer, may vest in the Pontiac Police - Fire Pension System shall be ten (10) years.

ARTICLE X - GENERAL PROVISIONS

10.1 Pay Plan Distribution. Copies of pay plans, when formulated, shall be given to the Association as soon as possible.

10.2 Working Agreement Distribution. Copies of this Agreement shall be distributed by the City to employees.

10.3 Maintenance of Conditions. Wages, hours, and conditions of employment over which the City is legally required to bargain and which are legally in effect at the execution of this Agreement shall, except as modified herein, be maintained during the terms of this Agreement, and shall not be unilaterally changed, provided that this

provision shall not affect the authority of the Trial Board as set forth in the City Charter. No employee shall suffer a reduction in such benefits as a consequence of the execution of this Agreement.

The Chief of Police shall have the right, as set forth in the City Charter, to adopt reasonable rules and regulations for the operation of the Department, though this Agreement shall supersede such existing rules and regulations inconsistent herewith.

Before implementing any changes in such existing rules, the Chief shall notify the Association and discuss the changes with the Association. The Association shall be notified in advance of anticipated major changes in working conditions, and conferences in good faith shall be held thereon before they are placed in effect. Emergency situations shall be excepted from this provision.

10.4 Situations Not Covered by Agreement. It shall be the intent of the Association and the City to keep this Working Agreement in accord with the best interests of the employee and the City. Should this Agreement not be sufficient to cover a situation, negotiations may occur according to the provisions of this Agreement.

10.5 Rights of Management. The Association recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority and as set forth in the Charter of the City of Pontiac. In addition, the City shall retain all other rights which it had prior to the execution of this Agreement and which are not modified or abridged by the terms of this Agreement.

10.6 Severability. This Agreement is subject to the laws of the State of Michigan with respect to powers, rights, duties, and obligations of the City and the employees in the bargaining unit. In the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

10.7 Adoption by Reference. The parties further agree that all provisions of the City Charter, ordinances and resolutions of the City Council, as amended from time to time, relating to the working conditions and compensation of officers are incorporated herein

by reference and made a part hereof to the same extent as if they were specifically set forth provided, however, that any provision amending the City Charter or ordinance or resolution of the City Council affecting working conditions and/or compensation of officers shall be grievable as provided herein, and no effect shall be given to such amendment to the City Charter or ordinance or resolution until the grievance is resolved.

10.8 Residency.

A. As a result of an Act 312 award dated March 22, 1983:

The Charter's May 3, 1982 residency provision is incorporated into the Pontiac Police Supervisors Association agreement with the following exceptions.

- B. Any officer may be promoted even if living outside of the city limits of Pontiac if at the time of this Agreement he or she is an owner of a home outside the City in which he/she resides.
- C. Any officer who is not a homeowner but lives outside of the city limits of Pontiac still retains the opportunity to be promoted; however, if said officer moves subsequently, said officer must comply with the Charter.
- D. Any officer who after the adoption of this Award lives outside of Pontiac in a home he/she owns, and then sells his/her home and continues to live outside of Pontiac, will be subject to the provisions of the Charter as adopted.
- E. Any officer presently residing within the City must comply with the Charter.
- F. An exemption to the above requirements shall exist for an officer whose spouse's employment requirements mandate residency within a city besides Pontiac.
- G. A command officer who, in writing, states that he/she will retire from city employment within three (3) years of said purchase may move into a purchased home or condominium outside the city limits of Pontiac but in Oakland County provided said home or condominium is intended to serve

as his/her residence for past Pontiac employment. If said command officer does not retire at the time so stated he/she may be at the sole discretion of the City, demoted to the officer's former rank or classification he/she held.

- H. New employees to the bargaining unit shall comply with the May 3, 1982 Charter provisions as to residency unless the collective bargaining agreement of the City unit from which they came provides exceptions to the May 3, 1982 Charter provisions; adopted at any point during the life of this Agreement provided for in the Award and in that case, the exception provisions provided in this Award would apply to said employees.
- I. Except for the exemptions provided above, once an employee covered by this Agreement establishes residence within the City of Pontiac, he/she must, as a condition of continued employment, remain a resident of the City of Pontiac.

10.9 Trial Board. When an employee is cited directly to the Trial Board, he/she shall have an appeal to arbitration as set forth in Article III, Step 4. An employee who does not agree or accept the decision of the Trial Board may appeal from that decision. A grievance shall be submitted to the Labor Relations Administrator together with the original charges and the findings of the Trial Board. A meeting shall be held within ten (10) working days. Labor Relations shall give a written answer within ten (10) working days of the meeting.

10.10 Drug Screen Policy. The Drug Screen Policy as agreed to and signed by the PPSA and the City of Pontiac on December 10, 1990 shall remain in full force and effect except as otherwise amended, modified or changed by a Memorandum of Understanding between the parties.

10.11 Duration and Automatic Renewal. This Agreement shall become effective January 1, 1994 and its terms and conditions shall remain in full force and effect until December 31, 1998 and from year to year thereafter unless either party hereto shall notify the other, in writing, at least sixty (60) days prior to the automatic renewal date of their intention to amend, modify, or terminate this Agreement. In the event that negotiations extend beyond the sixty (60) day period referred to above, the terms and provisions of this Agreement shall remain in full force and effect pending completion of negotiations on this Agreement.

WAGES

Effective December 3, 1990, the "start" salary for Sergeant will be eliminated. All Sergeants will be paid at the highest or one (1) year rate.

January 1, 1994 - December 31, 1994

Members of the bargaining unit on January 1, 1994 will receive a one time only lump sum payment in the amount of \$1,000. The lump sum payment shall not be added to, or become part of, the employee's annual base salary.

January 1, 1995 - December 31, 1995

Members of the bargaining unit on January 1, 1995 will receive a one time only lump sum payment in the amount of \$1,200. The lump sum payment shall not be added to, or become part of, the employee's annual base salary.

January 1, 1996 - December 31, 1996

Effective July 1, 1996, increase the salary schedule by three and one-half (3.5%) percent across the board.

January 1, 1997 - December 31, 1997

Effective January 1, 1997, increase the salary schedule by two (2%) percent across the board.

January 1, 1998 - December 31, 1998

Effective January 1, 1998, increase the salary schedule by four (4%) percent across the board.

PAY PLAN
PONTIAC POLICE SUPERVISORS ASSOCIATION
Effective January 1, 1996

<u>Code</u>	<u>Class</u>		<u>Start 1 Year</u>
1609	Police Sergeant	Salary	\$43,902.56
		S.T.	21.107
		O.T.	31.660
1607	Police Lieutenant	Salary	\$47,498.88
		S.T.	22.836
		O.T.	34.257
1605	Police Captain	Salary	\$54,013.44
		S.T.	25.967
		O.T.	38.955

PAY PLAN
PONTIAC POLICE SUPERVISORS ASSOCIATION
Effective January 1, 1997

<u>Code</u>	<u>Class</u>		<u>Start 1 Year</u>
1609	Police Sergeant	Salary	\$44,780.32
		S.T.	21.529
		O.T.	32.293
1607	Police Lieutenant	Salary	\$48,449.44
		S.T.	23.293
		O.T.	34.942
1605	Police Captain	Salary	\$55,090.88
		S.T.	26.486
		O.T.	39.734

PAY PLAN
PONTIAC POLICE SUPERVISORS ASSOCIATION
Effective January 1, 1998

<u>Code</u>	<u>Class</u>		<u>Start 1 Year</u>
1609	Police Sergeant	Salary	\$46,571.20
		S.T.	22.390
		O.T.	33.583
1607	Police Lieutenant	Salary	\$50,388.00
		S.T.	24.225
		O.T.	36.342
1605	Police Captain	Salary	\$57,293.60
		S.T.	27.545
		O.T.	41.324

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 25 day of February, 1997.

In the presence of:

PONTIAC POLICE
SUPERVISORS ASSOCIATION

CITY OF PONTIAC
A Michigan Municipal Corporation

By Steven Sitar
Steven Sitar, President

By Walter Moore
Walter Moore, Mayor

By Gary Pushee
Gary Pushee, POAM

By John C. Claya
John C. Claya
Deputy City Attorney/Labor

By I. Joseph Davis
I. Joseph Davis
Assistant to the Mayor

By Roxanna M. Corum
Roxanna M. Corum
Acting Personnel Director

