

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF ADRIAN

and

**THE POLICE OFFICERS ASSOCIATION
OF MICHIGAN**

Effective July 1, 2014
Expires June 30, 2018

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AGREEMENT

THIS AGREEMENT, entered into this 30th day of June, 2014, between the CITY OF ADRIAN, a Michigan municipal Corporation, hereinafter referred to as the "City," and THE POLICE OFFICERS ASSOCIATION OF MICHIGAN, referred to as the "Union."

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in establishing a proper service to the community.

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

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I - RECOGNITION

SECTION A. Pursuant to the to the extent required by all applicable provisions of P.A. 379 of the Public Acts of Michigan 1965, as amended, the City does hereby recognize the Union as the exclusive representative for the employees of the City included in the bargaining unit as described below:

All regular, full-time patrol officers and corporals, excluding office clerical employees, police cadet trainees, sergeants, command officers, supervisors and all other employees employed by the City of Adrian, Police Department. The term "he" or "his" shall refer to male and female employees whenever used in this Agreement.

SECTION B. Unless otherwise indicated, the term "employee" when used in this agreement will refer to all employees in the unit for bargaining as defined in Section A.

SECTION C. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of City policy, the operation of the City and the direction of the employees are vested exclusively in the City Commission or in its designated representatives when so delegated by the City Commission.

ARTICLE II - UNION SECURITY

SECTION A. Employees covered by this Agreement at the time this Article becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.

SECTION B. Employees covered by this Agreement who are not members of the Union at the time this Article becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, on or before the thirtieth (30th) day following the effective date of this Article or maintain their membership to the extent of tendering the regular periodic Union dues uniformly required for membership.

SECTION C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the signing of this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to the regular, periodic Union dues and initiation fee uniformly required for membership commencing thirty (30) days following their employment.

SECTION D. After the signing of this Agreement and thereafter during the life of this Agreement and in accordance with the terms of the form of "Authorization of Payroll Deduction" herein after set forth, and to the extent the laws of the State of Michigan permit, the City agrees to deduct from the pay of employees who are Union members, or employees who are paying the service fee, the regular, usual, periodic and uniform dues or service fees and/or initiation fees of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, provided, however, that the Union shall first present to the City a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization.

SECTION E. The written authorization from employees will be on the Authorization for Payroll deduction as shown below:

Payroll Deduction Authorization

For the: _____
(Print Name of Employer)

By: _____
(Last Name) (First Name) (Middle Initial)

Effective: _____, 20____
(Next Payroll)

I hereby request and authorize you to deduct from my earnings at least once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to:

Police Officers Association of Michigan-POAM
27056 Joy Road, Redford, MI 48239-1949

Signature: _____

Mailing Address: _____
Number Street City Zip

SECTION F. Dues shall be deducted from each month and shall be remitted to the Police Officers Association of Michigan no later than the fifth (5th) day of the month following the month in which the deduction was made with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employees will be made by the Local Union.

SECTION G. An employee shall cease to be subject to Check-Off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the City of the names of such employees following the end of each month in which the termination took place.

SECTION H. The City shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization for Payroll Deduction," together with the provisions of this Agreement. The City shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this provision.

SECTION I. The Union shall indemnify, defend, and save the City harmless against any and all claims, demands, suits, or other forms of liability including court and administrative hearing costs, court reporter fees and transcript, and unemployment compensation costs, if any, and the fees of legal counsel retained by the City to defend any claim that may arise out of or by reason of action taken or not taken by the City under this Article.

ARTICLE III - MANAGEMENT RIGHTS CLAUSE

The City Commission on its own behalf and on behalf of its electors hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are executed by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right: (a) to determine the services to be performed, the quantity and quality of work and services to be performed, and the methods of performing the work and services; (b) to determine the means and methods of carrying out the work; (c) to determine the size of the work force and increase or decrease its size; (d) to hire new employees, to discharge or discipline employees, to maintain discipline and efficiency, and to assign and lay-off employees; (e) to schedule the work days and hours of work; (f) to direct the work force, to assign the type and location of work assignments and related work to be performed, and determine the number of employees assigned to operations; (g) to establish work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to select employees for promotion or transfer to supervisory or other positions, to determine the qualifications and competency of employees to perform the available work; (i) to establish training requirements for purposes of maintaining or improving the profession skills of employees and for purposes of advancement. The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this Agreement, all of the rights, powers, and authority the City had prior to the signing of this Agreement are retained by the City and remain within the rights of the City.

ARTICLE IV - REPRESENTATION

SECTION A. The City recognizes the right of its employees to elect three (3) Stewards, and three alternates, for the purpose of handling contract grievances who shall be seniority employees of the City. An alternate may exercise the rights of a Steward set forth in this Article only in the event the steward is the aggrieved party(ies) under the Grievance Procedure, provided an alternate may also fill-in in the absence of the regular steward at Step One of the Grievance Procedure.

SECTION B. Grievances shall be handled at Step 1 of the Grievance Procedure during non-working hours (i.e., promptly following the end of the shift or shortly before the employee's next shift) unless the supervisor involved shall arrange the meeting immediately at the start of the employee's shift or immediately before the end of the employee's shift, or as otherwise agreed. Grievance meetings at Step 2 and Step 3 shall be handled during normal business hours of the City, unless otherwise agreed. No Union activity, except as provided above in the case of grievance processing shall be conducted on City premises during scheduled working times.

SECTION C. The City will not recognize any Steward or Alternate until their name and position have been certified in writing by the Union to the City.

SECTION D. Neither the Union nor any of its officers nor any Steward or Alternate shall advise or direct employees to disregard the instructions of supervision.

ARTICLE V - DISCIPLINE AND DISCHARGE

SECTION A. The City shall retain the sole right to establish, change, amend and enforce reasonable rules for employees to follow, provided, however, all new or amended department rules will be posted five (5) working days prior to their effective date.

SECTION B. After completion of the probationary period, no employee shall be disciplined or discharged without just cause.

SECTION C. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct set forth in the current Personnel Rules of the City and the Department Rules; failure to abide by the contract; inefficiency, excessive absenteeism, or tardiness; failure to take a medical examination; dishonesty or theft; violation of an official, order or regulation; gross neglect of duty; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or offensive conduct unbecoming an employee of the City.

SECTION D. Suspensions involving loss of wages and discharges of seniority employees shall be in writing (with a copy to the union President) together with the reasons for such suspensions or discharge.

In the event an employee considered the action improper, they may file a written grievance at Step 2 of the Grievance Procedure within three (3) work days following the action.

Said discharged or suspended employee will be allowed to discuss the discharge or suspension with their Steward before they are required to leave the premises except in unusual circumstances.

SECTION E. It is agreed that counseling memos do not constitute disciplinary action. Accordingly, while counseling memos are not grievable, if the employee disagrees with the memo, they shall have the right to place their comments on the memo. At the employee's written request, counseling memos will be removed from the employee's file after a period of one (1) year, if there is no further official action taken on the subject contained in the counseling memo.

SECTION F. In disciplining an employee, a prior written reprimand will be disregarded after 24 months, providing, no further disciplinary action of any kind has been issued to the employee during said 24-month period.

ARTICLE VI - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union and the City or its designated representative upon the mutual agreement of the parties. Such meetings shall be between two (2) representatives of the Union and two (2) representatives of the City unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is required. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable hours. If this meeting is to be attended by a representative of the Police Officers Association of Michigan, the City shall be so notified at the time the conference is requested. The employee Union representatives shall not lose pay for time spent in the special conference.

If the Police Officers Association of Michigan is to be present, said representative may meet with the employee Union representative(s) up to one-half (1/2) hour before the meeting providing the Chief is notified at least twenty-four (24) hours in advance.

ARTICLE VII - GRIEVANCE PROCEDURE

SECTION A. It is the intent of the parties that the Grievance Procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise as to the application and interpretation of this Agreement. If any such grievance arises during the term of this Agreement, it shall be settled in accordance with the procedure set forth below.

SECTION B.

Step One. If an employee feels he has a grievance, he shall, within five (5) working days of the time the grievance arises, discuss the grievance with his immediate supervisor or other designated supervisor as the case may be. The employee may request the presence of a Steward.

Step Two. If the grievance is not resolved in Step 1, the employee or the Steward shall reduce the grievance to writing on a grievance form provided by the City and present the grievance to the Chief. Said written grievance must be filed in writing at Step 2 within five (5) working days of the Step 1 discussion. It shall name the employees involved, state the facts giving rise to the grievance, identify all the provisions of this Agreement alleged to have been violated by appropriate reference, state the contention of the employee and of the Union with respect to these provisions, indicate the relief requested, and be signed by the employee. The Chief or his designee shall answer the written grievance within five (5) working days or he shall arrange a meeting between the Chief and Personnel Director, or other designated City representative, and the grievant and the Union Steward. If a meeting is held, the City shall answer the grievance in writing no later than five (5) working days after the meeting with a copy to the Steward.

Step Three. If the grievance is not resolved in Step 2, the Union may, within five (5) working days after the answer in Step 2, submit a written appeal and request to the City Administrator for a meeting between the representative of the Union and representatives of the City in an attempt to resolve the grievance. The meeting shall take place within twenty (20) working days. Additional time may be allowed by mutual written agreement of the City and the Union. The City Administrator shall answer the grievance within ten (10) working days of the Step 3 meeting.

SECTION C. Any grievances not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step shall be deemed abandoned. Time limits may be extended by mutual written agreement, and the new date shall prevail.

SECTION D. Any grievance not answered by the City within the applicable time periods shall be automatically referred to the next Step.

SECTION E. The City shall not be required to pay back wages prior to thirty (30) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at their regular rate, less any unemployment or other additional earned compensation that they may have received from any source during the period of back pay (i.e., any outside income over and above that which the employee may have been receiving prior to the disciplinary action in question).

SECTION F. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be subject to the provisions of Article VIII (Arbitration), however, it shall be a proper subject for negotiations. Unless otherwise agreed in writing any grievance which arose prior to the effective date of this Agreement shall not be processed under this Agreement.

SECTION G. Any agreement reached between management and the Union representatives is binding on all employees affected and cannot be changed by any individual.

SECTION H. Work days for purposes of this Article and Articles V and VIII, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

SECTION I. The sole remedy available to any employee for any alleged breach of this Agreement shall be pursuant to the Grievance Procedure, provided, however, that nothing herein shall prevent an employee from electing to pursue a legal or statutory remedy providing such election shall bar any further or subsequent proceedings for relief under the Grievance Procedure.

ARTICLE VIII - ARBITRATION

SECTION A. If a grievance is not resolved in Step 3 of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of this Agreement which is subject to arbitration, either party may, at its option, submit the grievance to arbitration by written notice delivered to the City Clerk or Union Steward, as the case may be, ten (10) days after receipt of the City's answer in Step 3. The written notice shall identify the issue involved, and the relief requested. If no such notice is given within the ten (10) day period, or if the matter is not subject to arbitration, the grievance shall be deemed abandoned.

SECTION B. Following receipt of the notice to arbitrate, the Union and the City will confer to see if a mutually agreeable Arbitrator can be selected from the panel listed below. Absent mutual agreement, the parties will select one of the arbitrators from the panel by blind draw. The arbitration hearing shall be conducted in accordance with the rules of the American Arbitration Association. The panel shall be:

Mario Chiesa
Mark Glazer
Peter Jason

SECTION C. The jurisdiction of the Arbitrator shall be limited to the determination of grievances which involve an alleged violation of a specific Article and Section of this Agreement. If either party shall claim before the Arbitrator that a particular grievance fails to meet the test of arbitrability, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits unless otherwise agreed to by the parties. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without decision.

SECTION D. Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. He shall have no power to establish wage scales or change any wages except as provided in the Agreement.

He shall have no power to change any practice, policy, or rule of the City, nor to substitute his judgment from that of the City unless such policy, practice, or rule is in violation of a specific Article and Section of this Agreement. His powers shall be limited to deciding whether the City has violated the express Articles and Sections of this Agreement.

It is further specifically understood that the Arbitrator:

1. Shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by the Agreement.

SECTION E. At the time of the Arbitration hearing, both the City and the Union shall have the right to examine and cross-examine witnesses. Upon request of either the City or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished the Arbitrator with the City and the Union having an opportunity to purchase a copy. At the close of the Hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish Briefs. The hearing will be conducted in accordance with the American Arbitration Association Rules and Regulations.

SECTION F. The fee of the Arbitrator, his travel expense, and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the parties. The fees and wages of representatives, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same, provided, however, if the grievant is required to testify at the hearing, he/she shall be compensated by the City for any lost work time at said hearing. All filing fees of the American Arbitration Association shall be paid by the party filing for arbitration.

SECTION G. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority, established by this Agreement, shall be final and binding upon the Union, the employee or employees involved, and the City.

ARTICLE IX - NO STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Union shall not cause, authorize sanction or condone nor shall any member of the Union take part in, any strike, sit-down, stay-in, slowdown, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, sympathy strike or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the City's buildings, offices, or premises because of a labor dispute arising out of this Agreement.

SECTION B. The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, or interference with the operations of the City by the employees in the bargaining unit by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article.

SECTION C. The City, for its part, agrees that there shall be no lockout of its employees during the term of this Agreement.

ARTICLE X - SENIORITY

SECTION A. Seniority shall be defined for the purpose of this Agreement to mean the length of an employee's continuous employment with the City from his last permanent date of appointment. Seniority for employees appointed on the same date shall be determined by highest total test score, and if that doesn't resolve the matter, by alphabetical order of surnames.

In the case of a City employee who transfers into the Police Department, said employee shall take with him his earned, unused vacation and sick leave and shall use his total length of service with the City from his last permanent hiring date for purpose of vacation benefits. As among Corporals, the individual's time in grade as a Corporal shall be used for shift bids, days off bids, and assignment as Shift Supervisor.

SECTION B. While it is understood that the Union represents probationary employees for purposes of collective bargaining as provided under P.A. 379 of the Public Acts of Michigan 1965, it is agreed that employees are subject to a probationary period of twelve (12) consecutive months of employment during which time the City shall have the sole right to discharge or discipline said employees without regard to the provisions of this Agreement and no grievance shall arise therefrom.

When an employee finishes the probationary period of accumulating one (1) year of continuous, full-time employment, they shall be entered on the seniority list of the unit and their seniority shall date from their date of appointment. It is understood, however, that holiday pay, funeral leave under Article XVI, Section H, and Military Reserve Pay under Article XVI, Section I, shall become effective following the completion of Field Training (FTO).

SECTION C. There shall no seniority among probationary employees. In the event a probationary employee is laid off, the City shall have no obligation to rehire him/her. If he/she is rehired, he/she shall be treated as a new employee.

SECTION D. Upon the signing of this Agreement, the City and the Union will initial an up-to-date seniority list which shall contain the name, date of appointment, and classification of the employees. The City shall also post a copy of the seniority list on the bulletin board. Any corrections therein must be requested in writing fifteen (15) days thereafter; and if not so

requested, the list shall become final at the end of such period. The City shall continue to furnish the Union an up-to-date seniority list every year upon written request. In no event shall the City be required to pay back-pay by reason of the correction of an error on such list.

SECTION E. Employees shall be terminated and lose their seniority rights if they:

1. Quit.
2. Are discharged and not reinstated.
3. Are laid off for a consecutive period of:
 - a. 12 months or length of seniority, whichever is less, in the case of employees with less than 12 months seniority.
 - b. 18 months or length of seniority, whichever is less, in the case of employees with 12 months, but less than 60 months of seniority.
 - c. 24 months in case of employees with 60 months or more of seniority.
4. Are absent without a justifiable reason for two (2) consecutive working days and without notice to the City of such excuse within the two (2) days, unless failure to notify is a result of physical impossibility. After such absence, the employer will send written notification to the employee at his last known address on record that he has lost their seniority and his employment has been terminated, with a copy to the Union.
5. Fail to return from a leave of absence, vacation, or sick leave at the designated time. In proper cases, exceptions may be made.
6. Retire.

SECTION F. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

ARTICLE XI - LAYOFF AND RECALL

SECTION A. Layoff must be in the following manner: First, temporary employees in the classification will be laid off. Second, probationary employees in the classification will be laid off. Third, seniority employees in the classification will be laid off in order of their appointment to the classification, starting with the last person appointed. In the event a person is laid off from the position of corporal, said person shall have the right to apply his/her department seniority to bump the lowest seniority employee in the patrol classification, providing said employee has more seniority than the lowest employee in said classification.

Recall from layoff shall be in reverse order of layoff.

SECTION B. Employees being laid off for more than two (2) weeks will be given fourteen (14) calendar days advance notice with a copy to the Union. Employees being laid off for two (2) weeks or less will be given as much notice as possible.

SECTION C. Employees being recalled may be required to take a physical examination by a City-designated physician if said employee has been on layoff for a period of thirty (30) days or more. Notice of recall shall be sent to the employee at their last known address by registered or certified mail. If an employee fails to report to work within five (5) calendar days from date of mailing the letter, they shall be considered a quit.

ARTICLE XII - NEW OR CHANGED JOBS

SECTION A. While the City reserves the right to consolidate or eliminate jobs or positions within the bargaining unit, it agrees that no action shall take place until a special conference is held with the Union.

SECTION B. If a new job is created which cannot be properly placed in the existing classification and rate structure, the City will notify the Union of the classification and rate structure prior to its becoming effective. Upon written request filed by the Union within ten (10) days after notification of the new job, the Union and the City shall meet within ten (10) days thereafter to review the rate of pay. If the parties are unable to agree to the rate of pay, the Union may, within five (5) days from the date of the meeting, file a written grievance at Step 3 of the Grievance Procedure.

SECTION C. If an existing classification within the bargaining unit is changed to the extent that materially different skills and responsibilities are required, the Union will be notified prior to the new rate being established. Upon written request filed by the Union within ten (10) days after notification of the changed classification, the Union and the City shall meet within ten (10) days thereafter to review the rate of pay. If the parties are unable to agree to the rate of pay, the Union may, within five (5) days from the date of the meeting, file a written grievance at Step 3 of the Grievance Procedure.

SECTION D. All newly created positions or classifications within the bargaining unit and vacancies within the position of corporal which the City desires to fill shall be posted for a period of seven (7) working days setting forth the requirements of the position.

In filling the Position, the Chief shall consider seniority and qualifications (i.e., ability to perform the work, prior experience in police work, and prior work record, written test results, and educational background and training). If qualifications are determined to be relatively equal in the opinion of the Chief, seniority shall govern.

An employee shall serve a twenty-four (24) work week trial period, during which time they may be returned to their former classification either at their own wish or by the direction of the Chief. During such trial period, the employee will receive the wage rate of the job which they are performing.

ARTICLE XIII - ASSIGNMENTS

SECTION A. The employer may assign an employee to perform other than their regular duties within the Police Department. If the employee is assigned to perform duties which normally are performed by a member of the bargaining unit at a higher rate of pay than the employee's rate of pay, for one (1) week or longer, the employee shall receive such higher wage rate for as long as they perform such other work.

SECTION B. If an employee is assigned to perform the duties of a Sergeant for thirty (30) days or more while the City is in the process of filling the Sergeant's position, the employee shall receive the minimum rate for Sergeant while they perform such work.

SECTION C. The City shall continue to have the right to assign corporals to any work within the classification, provided, that a Corporal who is assigned to the Detective function, shall not, after having served a 24-week trial period, be arbitrarily or capriciously reassigned to the Patrol function, or vice-versa.

SECTION D. Seniority Patrol employees in the bargaining unit shall have the right to apply whenever a vacancy in the Corporal position is to be filled by the City. It is further agreed that Corporals and Patrol Officers with four or more years of service shall have the right to be eligible to apply whenever a vacancy in the Sergeant position is to be filled by the City. Corporals with two or more years of service as a Corporal also have the right to be eligible to apply whenever a vacancy in a Lieutenant's position is to be filled by the City. The parties recognize that the position of Lieutenant is not currently being filled by the City. In the event that this position was to be filled by the City, the previous sentence and Section E below would apply to filling such a vacancy.

SECTION E. In filling the positions of Sergeant or Lieutenant from among otherwise eligible employees, promotion will be based on the following factors:

- | | | |
|----|-----------------|-----|
| 1. | Written Exam | 50% |
| 2. | Oral Exam | 30% |
| 3. | Evaluation | 10% |
| 4. | Job Performance | 10% |

In addition, employees who are certified as having passed the exam shall be able to earn an additional merit bonus points which shall be added to the total score from Paragraphs 1 - 4 above based on the following formula:

1. Education
 - a. 30-59 Credit Hours - ½ point
 - b. 60-120 Credit Hours - 1 point
 - c. Associate Degree - 1-1/2 points
 - d. B.A. or C.J. Degree - 2 points

2. Seniority

5-9 years of service -- ½ point
10 to 15 years of service -- 1 point
15 to 20 years of service – 1½ points
Over 20 years of service – 2 points

3. Military Service

1 year -- ½ point
2 and over -- 1 point

SECTION F. The oral interview shall consist of at least two (2) examiners with law enforcement background appointed by the City Manager. The same oral interview format will be followed for all applicants for a specific opening.

SECTION G. In filling such promotional vacancies listed in Section E, the names of applicants eligible for promotion shall be those who meet the minimum requirements of the position as determined from eligible lists certified by an outside testing agency. The Chief of Police shall have the right to appoint any employee from that list who finishes in the top three subject to approval of the City Administrator.

SECTION H. Seniority employees in the bargaining unit, command personnel, and outside applicants who meet the minimum qualifications for the position shall have the right to apply for a vacancy in the Chief of Police position. In filling the position, the City Administrator shall have the right to appoint any person from among the Candidates who are interviewed for the job.

SECTION I. The promotional eligibility list for Sergeant shall remain in effect for twelve (12) months. At the discretion of the Personal Director, the list can be extended for up to six (6) additional months.

ARTICLE XIV - BULLETIN BOARDS

SECTION A. The City shall provide the Union with a bulletin board in the squad room for posting notices set forth in Section B below, provided such notices are signed by the appropriate union official. The Union will submit one (1) copy of said notice to the Police Chief.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections and results thereof.
3. Notices of Union meetings.
4. Notices of Union educational classes, conferences or conventions.

SECTION C. The bulletin board shall not be used for posting partisan political matters.

ARTICLE XV - SAFETY COMMITTEE

SECTION A. The employer, the Union and all employees covered by this Agreement recognize that the Employer's primary duty and responsibility is to provide law enforcement assistance to the citizens of Adrian. Bearing this in mind, the Employer shall always consider the personal safety of the employees in establishing operational procedures. Likewise, employees shall observe all safety rules and regulations. The Union and the City shall cooperate in enforcing all such measures.

SECTION B. The employees shall use and make every effort to preserve the devices and equipment provided for their safety.

SECTION C. A Union member shall be designated by the Union and the Safety Representative to attend the City Safety Council meetings that are called by the City for the purpose of discussing safety and promulgating safety regulations with the understanding that the City has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. Employees should report any unsafe practice or condition to their immediate supervisor. If the matter is not resolved, the employee may file a complaint with his safety council member and the matter will be referred to the Safety Council. If the matter is not resolved by the Safety Council within a reasonable time, there shall be recourse to the Grievance Procedure or other remedies provided by law. No activities taken under this Section shall result in overtime.

SECTION D. An employee involved in an accident on duty shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the City and shall turn in all available names and addresses of witnesses to any accident. Failure to comply with this provision shall subject the employee to disciplinary action by the City.

SECTION E. An employee shall report any defect of equipment to his immediate supervisor at the end of his shift. Such reports shall be made on a suitable form furnished by the City and shall be made in multiple copies, one copy to be retained by the employee. In the event continued defects of equipment are experienced, a written complaint may be filed with the Chief, with a copy to the City Administrator.

SECTION F. An employee who is injured while on the job and is required to leave the job because of such injury and is required to remain off the job by medical authority will be paid for that whole shift.

SECTION G. At least ninety (90) days prior to the start of each fiscal year, the Union President and the City Chief of Police, or his designee, shall meet to discuss proposed training for bargaining unit members for the coming fiscal year.

ARTICLE XVI - LEAVES OF ABSENCE

SECTION A. The City may grant a personal leave of absence other than covered herein without pay to bargaining unit employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Police Chief or his designated representative and approved by the City Administrator, in writing, prior to the start of the leave. During the period of absence the employee shall not obtain other employment except with specific prior written permission from the employer, and failure to comply with this provision shall result in the complete loss of seniority rights and the termination of employment for the employee involved.

SECTION B. An employee on military leave of service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the applicable laws and regulations.

SECTION C. A seniority employee who is unable to perform their assigned duties because of personal illness or disability and has exhausted their sick leave, shall, at the written recommendation of a physician, be granted a health leave of absence, without pay for the duration of said illness or disability, up to one (1) year. A written request for such leave must be submitted to the Police Chief prior to the start of such leave. The Employee shall notify the City in writing of their intent to return to work accompanied by a written statement from their physician certifying the physical and mental fitness of the employee to fulfill their duties. Upon expiration of the leave, the employee will be returned to their former classification, providing their seniority so entitled them and they can perform the available work. Seniority shall accumulate during such leave.

SECTION D. The City may grant time off not to exceed six (6) days in any one calendar year without pay to not more than one (1) employee at a time to attend a Union convention or training program or conference provided at least two (2) weeks written notice is given by the Union specifying the exact length of time off and the reason for the leave. Time off pursuant to this Section shall not cause any disruption of the City's operations due to lack of available employees nor shall it create a condition which would necessitate overtime pay for an employee filling the vacant position created by such time off.

SECTION E. All leaves shall be in writing signed by the City and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION F. An employee taking a leave without pay shall have all fringe benefits frozen as of the start of the leave, except as otherwise provided under FMLA and provided further, however, for an employee on an illness or disability leave under Section C, the City shall continue paying its portion of the premium on the employee's Group Health and Life Insurance policies provided in this Agreement for one (1) month for each year of the employee's seniority up to a maximum of twelve (12) months. For an employee on a personal leave under Section A, they may have the Group Health and Life Insurances continued by paying the cost of said premiums to the City in advance. To have "all fringe benefits" frozen as of the start of the leave means that employees on such leaves have such fringe benefits as educational premium and longevity prorated based on 1/12 of the total amount for each whole month the employee is on such leave. This same approach will be followed in the event an employee is on layoff (but still retains seniority) on the date specified in the contract for determining longevity (i.e., November 1) or educational premium (last pay period in September). It is understood that employees whose employment is otherwise terminated prior to said dates receive no pro-rata benefit, except as set forth in the longevity article.

SECTION G. The leaves provided for in this Agreement may be temporarily suspended, by notification to the employee, during any period of emergency declared by the City.

SECTION H. If there is a death of a member of an immediate family of a regular full-time permanent employee with twelve (12) weeks or more of service, said employee shall, upon request, be granted a leave of absence with pay for up to three (3) work days occurring between the date of death, up to and including, the date of the funeral, and if requested by the City, present proof of death to be eligible for pay. For purposes of this Section, immediate family shall be defined as spouse, employee's or spouse's parents or step-parents, or grandparents, brothers, sisters, and children or step-children, brother-in-law, sister-in-law, and grandchildren or step-grandchildren.

SECTION I. Employees with twelve (12) weeks or more of service who are also serving in some branch of the Armed Reserve or the National Guard will be paid the difference between their reserve pay and their regular straight time pay with the City when they are on full-time active duty in the Reserve or National Guard, providing proof of service and pay is submitted upon return. A maximum of ten (10) work days per year will be granted under this provision, except in the case of an emergency in which it may be extended for an additional week.

SECTION J. Family and Medical Leave Act. In accordance with the Family and Medical Leave Act (FMLA) of 1993, as amended, a medical or personal leave is an FMLA leave if the leave is for one or more of the following:

1. Because of the birth of a son or daughter of the employee, or in order to care for such son or daughter;
2. Because of the placement of a son or daughter with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a "serious health condition;" or
4. The employee is unable to perform the essential job functions because of a "serious health condition."
5. To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter, or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation; or
6. To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which to service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

FMLA leaves are only available to employees who have been employed by the City for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is generally eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses FMLA leave.

For leaves of the type described in (f) above, an employee is eligible for up to twenty-six (26) workweeks in a single twelve (12) month period. With respect to such leave, the City will compute the 12-month period using the 12-month period measured forward from the date an employee's first FMLA leave to care for the covered service member begins. Other forms of FMLA leave already taken will be deducted from the 26 weeks of available leave.

Continuation of medical, life and dental benefits and the right to job restoration under the FMLA ceases when an employee has used the maximum workweeks of FMLA leave in the twelve (12) month period.

When a leave is requested due to a serious health condition, the City reserves the right to require the employee to obtain the opinion of a second health care provider designated or

approved by the City concerning any information within the medical certification requesting the leave (WH-380-E or WH-380-F). The City will pay any deductible or co-pay costs for said second opinion.

An Employer may recover the health insurance premiums paid while an employee was on an unpaid FMLA leave if:

1. The employee fails to return to work for at least thirty (30) days after the expiration of the leave; and
2. The failure to return is for a reason other than a serious health condition, or "other circumstances beyond the control of the employee." Certification from the health care provider may be required for this purpose.

An employee returning from an FMLA leave is to be restored to the position he left, or to an equivalent position.

An employee requesting an FMLA leave must exhaust all his/her personal days and earned vacation prior to going on leave. Seniority shall accumulate while on a Family and Medical Leave.

The City will continue to provide an employee's medical, life and dental insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

ARTICLE XVII - SICK LEAVE

SECTION A. Each regular, full-time employee shall be eligible for ten (10) days of sick leave per year; unused sick leave may be accumulated up to ninety (90) days. The sick leave year is the calendar year. Sick leave shall accrue at the rate of 1/12 of the annual sick leave for each month of the previous calendar year that the employee was employed by the City, it being understood that employees on layoff or leave of absence do not accrue sick leave. Such leave shall accrue on January 1st of each year. Part-time employees shall earn prorated sick time. Employees shall be eligible to use sick leave in accordance with the City policy governing the definition of IRS dependents within the employee's household.

SECTION B. The purpose of sick leave is to insure an employee's income during the periods when the employee is unable to work due to illness or injury. Therefore, on termination of employment, all benefits under this Section are null and void and the employee will not be reimbursed for any accumulated sick leave except as otherwise specifically provided in this Article.

SECTION C. Notwithstanding the provisions of Article XXVI, Section B; the City shall have the right to request a doctor's certificate from any employee who appears to be abusing sick time,

provided said employee has been placed on notice that future use of sick time must be accompanied by said doctor's statement. A doctor's statement shall continue to be required until the abuse is corrected.

SECTION D. During the first year of employment, employees may borrow from their current year's earned sick leave on recommendation of the Chief, with notice to the City Administrator. The first year is defined for this purpose to mean from the date of hire extending through the first full calendar year commencing the first working day in January following the employee's date of hire. It is understood when employees borrow earned sick leave, they shall have the amount borrowed deducted from the sick leave accrued on the following January 1st.

SECTION E. Any employee who has accumulated his/her maximum sick leave days shall be paid for the additional days over and above the maximum accumulation at his present rate of pay, or at the employee's option, have the time added to his/her vacation leave bank, provided, however, not to exceed the maximum accumulation, as provided in Article XX, Section H. The computation of said sick leave days will be made on December 31st and paid in the last pay period of January.

SECTION F. At such time as an employee retires at age sixty (60) or is eligible for and applies for retirement benefits under M.E.R.S., the employee shall be entitled to be paid for unused accumulated sick leave. If the employee has not yet retired, but dies leaving a widow or beneficiary who is entitled to a survivor retirement allowance under the applicable Municipal Employees Retirement System, the widow or beneficiary shall be entitled to receive the unused accumulated sick leave. Unused accumulated sick leave shall be paid, at the employee's option, in one lump sum or in successive installments at the regular rate of pay of the employee at the time of retirement. For the purpose of computing the amount due, the employee or widow or beneficiary shall be paid for the number of pay periods or parts of pay periods equivalent to the number of days of accumulated unused sick leave spread over the normal work schedule for the employee involved.

SECTION G. Employees injured on any gainful employment outside of the City employment, shall not be eligible for sick leave for absences arising out of such injury; nor shall they receive any Workers' Compensation benefits or supplementation from the City.

ARTICLE XVIII - HOURS OF WORK

SECTION A. The normal workweek period shall consist of at least seven (7) but not more than twenty-eight (28) consecutive days with twenty (20) work days in a twenty-eight (28) day period considered normal when using the twenty-eight (28) day period, provided this provision shall in no way be considered as a guarantee by the City of the amount of work in any period.

The normal workday shall consist of seven and one-half (7 1/2) hours, including two fifteen (15) minute break periods, plus a one-half (1/2) hour lunch period, the first ten minutes of which will be unpaid. During the lunch period, employees will be completely relieved from duty provided they must leave word where they may be reached before going off-duty.

The City reserves the right to require patrol officers and corporals performing patrol functions to report to work ten (10) minutes prior to their regularly scheduled shift to attend a roll call, briefing, training, etc.

SECTION B. Wage rates are shown in Appendix "A" attached to this Agreement.

SECTION C. Overtime pay shall be paid at one and one-half (1-1/2) Times the employee's hourly rate of pay for all work performed in excess of 160 hours during the twenty-eight (28) day work period. If an employee would otherwise have been scheduled to work and does not work because of vacation, holiday, sick leave, or funeral leave, and the employee is paid for said time, said time shall be included as time worked for purposes of computing overtime.

SECTION D. In the event Letter of Understanding F regarding Comp Time is discontinued, in lieu of overtime pay, employees may earn and be allowed compensatory time off, provided the compensatory time off can be granted and used within the twenty-eight (28) day work period it is earned. If it cannot be used within said period, it will be paid off in the following pay period at the rate of time and one-half.

SECTION E. The City reserves the right to schedule the hours of work and to change the times of shifts to meet the needs of the city.

In the event the Letter of Understanding regarding shift changes is discontinued, the City will again attempt to maintain lateral seniority among members of the bargaining unit at shift rotation assignments.

Employees who for personal reasons desire to arrange to trade shift duties with another employee may do so: (a) laterally if approved by the shift commander concerned, and (b) upward or downward on approval of the Chief or his designee which approval shall not be unreasonably withheld. An employee changing downward shall assume the seniority of the employee with whom he/she is changing. An employee changing upward shall maintain her/her own seniority.

SECTION F. Employees who are called into work at times other than their regularly scheduled hours will receive a minimum of two (2) hours call-in pay at time and one-half (1-1/2) their regular straight time rate.

SECTION G. Work schedules will be posted five (5) working days prior to commencement of the first day of the schedule. Personnel desiring consideration in the preparation of the

schedule must file their request two (2) calendar weeks prior to the first of the next schedule with the Officer in charge of the shift. The first shift will commence on Monday of each week at 6 a.m.

SECTION H. In the event it is necessary to call in patrol officers to perform overtime work, the City shall, by seniority, highest seniority first, request patrol officers to work provided, if an officer is in field training and the FTO calls in sick, the City shall have the right to call-in another FTO. Shortages of personnel will be made up by the City requiring to work, by seniority, least senior first, such numbers of patrol officers as may be necessary to attain the strength desired. Officers contacted and who do not desire to work overtime, shall remain available for fifteen minutes while it is determined whether less senior officers are available.

In calling patrol officers to perform overtime work, the City shall call first, as outlined above, those available officers who are assigned to the shift to be filled and then such additional officers, as may be required, from other shifts.

Only sickness may be considered as a valid excuse for officers failing to respond when called for overtime work.

The procedure outlined herein shall not prevent the City from exercising discretion in selecting officers for special assignments.

SECTION I. There shall be no duplicating or pyramiding of overtime.

SECTION J. The City shall have the right to institute direct deposit of paychecks for all employees hired after 10/1/96 (provided, the money shall be available in the employee's account at the beginning of banking hours on payday).

SECTION K. For purposes of contacting an employee under this Article, the employee must provide the City with one (1) telephone number, which will be the exclusive number used for these purposes.

ARTICLE XIX – Uniforms

The following shall serve to confirm our understanding relative to providing uniforms. The City agrees to provide a Uniform Allowance annually for the purpose of purchasing uniform shirts, trousers, trouser belt, jacket (winter type with removal liner), rain jacket, ties, hats, shoes, boots, and name plates, and other items as approved by the Chief; through a voucher system.

A committee composed of a designee of the Union, the Chief of Police and the City Administrator shall determine annually the items to be purchased from the foregoing list as required by the officers of the department.

A uniform allowance for each sworn officer may be allowed at the beginning of each fiscal year in the amount of \$530. For the life of this Agreement, any such unused allowance may be carried over to the following contract year, provided an employee cannot carryover any unused allowance into his/her last year of employment. At any time in which the employee is eligible for retirement, or in any one (1) year period of employment before the employee becomes eligible for retirement, any purchases must be approved in writing and in advance by the Chief of Police.

If an employee retires (other than a disability retirement), the employee shall reimburse the City in the event the employee has utilized more than his/her pro-rata share of his/her uniform allowance in the year the employee retires. For purposes of this provision, an employee will be entitled to a quarter's worth of allowance for each quarter he/she worked one or more days (e.g., if an employee spends \$380 on uniforms in July of 2002 and retires on December 1st of 2002, the employee must reimburse the City for two quarters worth of the allowance, i.e., 50%).

The City will select a supplier and arrange for the ordering of uniform items at times established annually by the City for each year covered by the Agreement.

The City will replace vests consistent with the manufacturer's specifications.

Emergency issues of uniforms may be made upon recommendation of the Committee to the Chief following approval of the City Administrator.

Uniforms purchased and furnished by the City shall be worn by employees only during their respective work periods, department functions or special assignments authorized by the Chief of Police or while en route to or departing from same. Under no circumstances may an employee wear any portion of the uniform while in the employ of any employer other than the City.

ARTICLE XX - LONGEVITY PAY

SECTION A. For the life of this Agreement, in addition to a sworn officer's base rate, longevity pay to sworn officers shall be computed and paid for by the City subject to the terms and conditions as set forth below:

1. Said employees who have been continuously employed by the City for more than five (5) years and for less than ten (10) years shall be granted longevity pay in an amount of \$250.00.
2. Said employees who have been continuously employed by the City for more than ten (10) years and for less than fifteen (15) years shall be granted longevity pay in an amount of \$500.00.
3. Said employees who have been continuously employed for more than fifteen (15) years and for less than twenty (20) years shall be granted longevity pay in an amount of \$750.00.
4. Said employees who have been continuously employed for more than twenty (20) years shall be granted longevity pay in an amount of \$1,000.00.

SECTION B. An employee's length of service with the City for longevity pay shall be computed and determined according to the number of years the employee has been continuously employed by the City as of November 1st of each calendar year. Employees entering at the first level shall have their longevity pay prorated (i.e., on November 1, if employee has 5 years and 9 months, employee shall receive 9/12ths of his longevity pay).

SECTION C. Longevity pay, as provided herein, shall be computed on the basis of the annual salary in effect at the close of the first regular pay period in November of each year and shall be paid in one lump sum in the second regular pay period of November of each year.

SECTION D. Eligible employees who retire will have their longevity prorated.

ARTICLE XXI - VACATIONS

SECTION A. Each regular, full-time employee will earn vacation leave with pay in accordance with the following provisions.

SECTION B. The vacation year shall be the calendar year. An employee shall accrue their vacation on January 1 of each year based on the time worked in the previous calendar year. All regular, full-time employees shall accrue vacation on January 1 based on 1/12th of their annual amount of vacation for each month of the previous calendar year that the employee worked for the City provided any employee who has been employed less than six (6) months on January 1 shall be entitled to earn and use their prorated vacation after they have completed six (6) months of work.

SECTION C. All vacations shall be scheduled by the Police Chief with consideration for the desires of the employees concerned, consistent with the efficient operations of the department

and the availability of relief personnel and the present departmental plan for selecting vacations.

SECTION D. Vacation leave with pay may not be taken until earned providing during the first year of employment, regular, full-time employees may borrow for their current year's earned vacation on recommendation of the Chief, subject to approval of the City Administrator. The first year is defined for this purpose to mean from the date of hire extending through the first full calendar year commencing the first working day in January following the employee's date of hire. It is understood when employees borrow earned vacation, they shall have the amount borrowed deducted from the vacation accrued on the following January 1st.

SECTION E. An eligible employee will be credited with vacation leave with pay according to their seniority on January 1 of each year in accordance with the following schedule:

1. Eligible employees with less than eight (8) years of seniority shall be eligible for a maximum of ten (10) workdays vacation with pay per year.
2. Eligible employees having eight (8) years of seniority but less than ten (10) years shall be eligible for a maximum of twelve (12) workdays vacation with pay per year.
3. Eligible employees having ten (10) years of seniority but less than fifteen (15) years shall be eligible for a maximum of fifteen (15) workdays vacation with pay per year.
4. Eligible employees having fifteen (15) years of seniority but less than twenty (20) years shall be eligible for a maximum of seventeen (17) workdays vacation with pay per year.
5. Eligible employees having twenty (20) years of seniority or more shall be eligible for a maximum of twenty (20) workdays of vacation with pay per year.
6. Eligible employees having more than twenty (20) years of seniority but less than twenty-five (25) years shall be eligible for a maximum of twenty-one (21) workdays vacation per year.
7. Eligible employees having twenty-five (25) years or seniority or more shall be eligible for a maximum of twenty-two (22) workdays vacation per year.

Effective with the calendar year beginning January 1, 2003, an eligible employee will be credited with vacation leave with pay according to their seniority on January 1 of each year in accordance with the following schedule:

New Schedule

<u>Years of Seniority</u>	<u>Vacation Work Days With Pay</u>
Eligible employees with less than two (2) years of seniority	10
Eligible employees having two (2) years of seniority but less than five (5) years	12
Eligible employees having five (5) years of seniority but less than eight (8) years	13
Eligible employees having eight (8) years of seniority but less than ten (10) years	15
Eligible employees having ten (10) years of Seniority but less than fifteen (15) years	16
Eligible employees having fifteen (15) years of seniority but less than twenty (20) years	20
Eligible employees having twenty (20) years of seniority but less than twenty-five (25) years	21
Eligible employees having twenty-five (25) years Of seniority or more	22

SECTION E. Vacation leave with pay shall be paid at the employee's regular base salary in effect at the time the leave is taken. Vacation payment will be made on the last payday prior to the commencement of the vacation period provided one (1) week's written notice has been given of the vacation, if requested by the employee.

SECTION G. Paid holidays as provided in Article XXIV falling within a scheduled vacation period will not be charged against the earned vacation time.

SECTION H. A vacation may not be waived by an employee and extra pay received for working during that period, provided, however, vacation may be accumulated up to twenty-five (25) working days or twice the annual allowance, whichever is greater for the employee concerned. All vacation shall be approved by the Chief or his designee, following a request by an employee to take his vacation at a specific time consistent with efficient department operations. The granting of more than two consecutive weeks of vacation is subject to approval by the City Administrator.

SECTION I. Employees leaving the employment of the City are entitled to receive reimbursement for any earned but unused vacation to a maximum of 320 hours, except if the following applies:

1. If the Employee fails to give at least ten (10) calendar notices in advance of voluntarily terminating employment.
2. If the Employee is discharged and not reinstated.

ARTICLE XXII - WORKERS' COMPENSATION

Employees injured in the course of their employment with the City that are compensable under the Workers' Compensation Law will be permitted to receive full pay for the first six (6) weeks following the day of injury without loss of accumulated sick leave, said full pay to consist of the City reimbursing the employee the difference between what the employee receives from workers' compensation and his/her normal pay. After the first six (6) weeks have passed, employees desiring full pay will surrender an amount of their accrued sick leave time equal to the difference between the Workers' Compensation check and the amount of their normal pay. Employees who use up their entire accumulation of sick leave pay may draw upon their accumulated vacation time. On expiration of all leave time, employees will continue to retain their compensation checks and will be carried as on leave without pay. The City will continue to pay its share of the employee's Group Health and Life Insurance premiums for up to six (6) months while the employee is on a Workers' Compensation disability leave.

ARTICLE XXIII - PENSIONS

SECTION A. For the life of this Agreement, retirement benefits shall be provided in accordance with the provisions of the Michigan Municipal Employees Retirement System Plan B-4 with E-2 and F-55 with 25 years of service, the RS-50 and FAC of 3 riders for patrol and corporals, as subsequently amended from time to time provided, however, no matter involving pensions shall be subject to the Grievance Procedure or Arbitration. Matters concerning misunderstandings of the Retirement System Plans shall be subject for a special conference. The employee contributions to the Pension Plan shall be six percent (6%). Effective July 1, 2007, change the pension from F-55 with 25 years to F-50 with 25 years (in lieu of an increase in the retiree health savings plan).

SECTION B. Mandatory retirement shall be at age 70, provided if mandatory retirement at age 60 (or age between 60 and 70) becomes lawful, this agreement shall be amended to reflect said lesser age. Retirement shall be effective not later than the first day of the month following the month in which the employee attains mandatory retirement age.

SECTION C. For purposes of calculating an employee's final average compensation (FAC) for pension purposes who was employed at the time this contract was ratified by both parties, that FAC may include no more than 240 hours of paid vacation leave time.

SECTION D. After ratification of this Agreement by both parties, for those employees hired after the effective date of this contract, the parties shall negotiate a new MERS pension plan for such employees, which shall include the following:

1. Final Average Compensation shall not include payments for overtime, accumulated sick leave and accumulated vacation leave, paid to a member;
2. Employer Contribution Rate shall not exceed 10% of base salary for the normal cost of the pension plan and 13% of the base salary for the total required cost of the pension plan, with all additional costs of the pension plan paid by these employees by payroll deduction.

ARTICLE XXIV - HOLIDAY PAY

SECTION A. Regular, full-time employees shall, during the term of this Agreement, be paid eight (8) hours pay at their regular straight base rate of pay, exclusive of any premium, or receive compensatory time off for the following holidays as determined by the City:

PATROL OFFICERS:

Regular		Special
New Year's Day	Thanksgiving Day	Floating Day
Easter Sunday	Day After Thanksgiving	Floating Day
Memorial Day	Christmas Eve Day	Floating Day
Independence Day	Christmas Day	
Labor Day		

DETECTIVES:

	2014-2015	2015-2016	2016-2017
July 4	July 4 (Friday)	July 3 (Friday)	July 4 (Monday)
Labor Day	September 1	September 7	September 5
Thanksgiving	November 27	November 26	November 24
Day After Thanksgiving	November 28	November 27	November 25
Christmas Eve	December 24 (Wed)	December 24 (Thurs)	December 23 (Fri)
Christmas Day	December 25 (Thurs)	December 25 (Fri)	December 26 (Mon)
New Year's Eve (1/2 Day)	December 31 (Wed)	December 31 (Thurs)	December 31 (Fri)
New Year's Day	Jan. 1, 2015 (Thurs)	Jan. 1, 2016 (Fri)	Jan. 2, 2017 (Mon)
Good Friday (1/2 Day)	April 10	March 25	April 14
Memorial Day	May 25	May 30	May 29
3 Floating Days			

The holiday pay schedule for those assigned to the detective function shall be as indicated above, provided, the following eligibility rules are met:

1. The employee works all scheduled hours the normally scheduled work day before and after the holiday, unless the employee was on an approved vacation or funeral leave or went on sick leave (verified by a doctor's excuse) the week of the holiday or the work day after the holiday unless otherwise excused.
2. The holiday shall commence at the beginning of the third shift on the eve of the holiday and end at the conclusion of the second shift on the holiday.
3. Whenever shift change falls on a scheduled holiday, the provisions of Section B of this Article shall prevail over Section A.2 above.

SECTION B. The above-enumerated holidays shall be observed on the calendar date on which they fall.

SECTION C. An employee who is scheduled to work on a holiday and does not work said day shall receive no holiday pay for such day.

SECTION D. If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and the employee shall receive full vacation in addition to holiday pay unless otherwise provided at the time the vacation is scheduled.

SECTION E. Full-time employees who work on any of the above enumerated regular holidays will receive either in addition to holiday pay, time and one-half (1 1/2) their straight time rate for the hours worked on said holiday, or they may elect compensatory time off for time worked

on any of the above regular holidays subject to Article XVIII, Section D. Part-time employees who work on any of the above enumerated holidays will receive time and one-half for all work on such day.

SECTION F. Special holidays will be granted on a calendar year basis. Employees with less than one (1) year of seniority on January 1st of any year will receive a prorated share of the special holidays based on each month of service in the previous year. Employees recalled from layoff or returning from a leave of absence after the start of a calendar year shall have the number of special holidays for the year prorated based on a 1/12 reduction for each month or portion thereof of absence in the calendar year.

In the event an employee working on a holiday is held over as a result of an employee calling in sick on the holiday day, or in the event an employee who is not scheduled to work the shift in question is called in as a result of an employee calling in sick on the holiday, said employee shall receive double time and one-half (2-1/2 times) his straight-time rate for the hours worked (up to 8 hours) as a result of the sick call-in.

SECTION G. Special holidays must be scheduled at least two weeks in advance unless otherwise agreed by the Chief or his designee, provided, special holidays may be taken in one (1) hour increments without regard to the two (2) week notice subject to the approval of the Chief or his designee. Said special holidays must be used each year or they will be forfeited. It is understood that an employee may request to use a special holiday for Martin Luther King Day as provided herein.

ARTICLE XXV - SCOPE OF AGREEMENT

SECTION A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the City and the Union, or the employees, and constitutes the entire agreement between the parties. Any amendment or agreement

supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXVI - SEPARABILITY AND SAVINGS CLAUSE

SECTION A. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article and Section or persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

ARTICLE XXVII - GENERAL

SECTION A. The City may require that employees submit to physical and mental tests and examinations by a City-appointed physician and/or Psychologist when such tests and examinations are necessary in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations.

SECTION B. The City may require that employees provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted in lost work time of three (3) consecutive work days or more.

SECTION C. No employee may maintain or engage in any outside business, financial, or employment activity which conflicts with the interests of the City or which interferes with the employee's ability to discharge City duties fully. Such conflict of interest shall be grounds for discipline, up to and including, discharge.

SECTION D. While it is understood that the City has the right to consolidate or eliminate jobs or positions, to contract out work and to transfer work outside the bargaining unit and to have non-bargaining unit personnel perform bargaining unit work, it is agreed that the City shall not act in these regards in an arbitrary or capricious manner.

SECTION E. Employees who are transferred to a job outside the bargaining unit after the signing of this Agreement shall continue to accrue seniority for an additional period of one year and thereafter their seniority shall be frozen but retained. Employees transferred to a job outside the bargaining unit prior to the signing of the original Agreement date, February 13, 1976, shall retain their seniority but have it frozen at the signing of that Agreement. If said employees are later transferred back to the bargaining unit, they may exercise their accumulated seniority credits. This clause shall not be construed to limit the City's right to terminate the employee for any reason while assigned to a job outside the bargaining unit.

SECTION F. In the event a seniority employee has their glasses broken in the line of duty while working for the City, and it is determined by the City that the employee was not negligent or otherwise careless, the City shall replace the broken glasses.

SECTION G. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE XXVIII - PAST PRACTICES

Recognizing that the contract constitutes the entire agreement as provided in Article XXIV, Section B, the parties agree through the life of this Agreement to continue the following practices:

1. The City will continue to provide uniforms for employees. In extreme conditions as determined by the Chief, the City will clean the employee's uniform. It is understood that the clothing allowance for the OMNI Officer is suspended while in OMNI. It will be provided the year the employees goes on OMNI and the year the employee comes out of OMNI. See Letter A.
2. The City will continue to furnish ammunition for practice and duty subject to budgetary limitations.
3. The City will continue to pay employees no less frequently than bi-weekly.
4. While it is recognized the City has the right to require attendance of employees at training sessions, it is agreed that if attendance is required during off-duty hours, the employees will receive compensatory time for such time spent in the training session. In the event an employee is required to travel more than thirty (30) miles from the City of Adrian for such training, travel time will be compensated according to the following schedule:

Distance from Adrian to Training Location	Paid Travel Time
0 - 30 Miles	0
31 - 60 Miles	1 Hour Pay
61 - 90 Miles	2 Hours Pay
91 - 120 Miles	3 Hours Pay
Over 120 Miles	City to Pay for Lodging (and three hours comp time)

5. The City shall continue to allow payroll deductions on savings bonds, United Fund and a credit union on the terms and conditions established from time to time by the City.

6. The City shall continue to pay a \$520 clothing allowance for those assigned to the Detective function. Proof of purchase (i.e., a receipt) is required, the same as with Patrol.

7. The meal stipend shall be the same as for Sergeants. Sergeants are subject to the City's Meal Reimbursement Policy with the following clarification regarding future implementation. Currently, the lunch stipend is \$11 and the dinner stipend is \$20. If the officer is eligible for both a lunch and dinner stipend on a given day, and the officer spends less than the maximum lunch stipend for his/her lunch meal, the difference can be added to the allowable dinner stipend. For example, under the current stipends, if the officer spends \$6 for lunch, the City will reimburse up to \$25 for dinner. I trust this clarifies the matter. Patrol Officers are also subject to the City's Meal Reimbursement Policy and the above-described clarification regarding future implementation also applies to Patrol Officers.

ARTICLE XXIX - DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of July 1, 2014, and shall continue and remain in full force and effect, to and including June 30, 2018, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to June 30, 2014 serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change or amend this Agreement. A notice of desire to modify, amend, renegotiate, or change or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

CITY OF ADRIAN	POLICE OFFICERS ASSOCIATION OF MICHIGAN
_____ Shane Horn, City Administrator	_____ John Birdwell, President
_____ Heather Lasky, HR Director	_____ Joshua Perry, Vice President
_____ Thomas Funke, Business Agent	_____ Gregory Lanford, Secretary/Treasurer

APPENDIX "A" - WAGES

Section A. Base Wage Schedule.

PATROL		
	July 7, 2014	
	Annual	Hourly
Start	\$37,752	\$18.150
6 Mos.	\$39,533	\$19.006
1 Year	\$41,318	\$19.865
2 Years	\$43,456	\$20.893
3 Years	\$45,594	\$21.920
4 Years	\$47,735	\$22.949

CORPORAL – 48 MONTHS SERVICE		
	July 7, 2014	
	Annual	Hourly
Start	\$48,587	\$23.359

SECTION B. The time period shown above for advancement from one step to the next shall be extended to compensate for absences from work in excess of ten (10) work days in any period. Absences from work because of vacation, holidays and funeral leave shall not be counted for this purpose.

SECTION C. The City will reimburse regular full-time seniority employees one-half (1/2) the cost of tuition and books when the employees have their courses approved by the City prior to the beginning of the course. It is understood that the approval shall be by the Chief and City Administrator and shall be based on their determination that the course is directly related to the employee's job. It is also further understood that the employee must produce evidence of their successful completion of the course to be eligible for said reimbursement. Under normal circumstances, tuition reimbursement will not be granted for course work beyond the BA degree.

The aforementioned reimbursement will be in the form of a loan to the employees. The loan will be excused at the rate of twenty (20%) percent a year. If the employee terminates his employment with the City before working five (5) years from the date of the loan, the amount withstanding will become immediately due and payable.

In addition, employees will not be eligible for the tuition and books reimbursement if they are receiving reimbursement from any other governmental source.

SECTION D. The City shall provide a \$20 per day stipend (payable quarterly) starting October 1, 1996, to officers on those days the officer is assigned to and performs FTO duties.

SECTION E. During fiscal years 2015-2016, and 2016-2017 (years 2 and 3 of the agreement), any cost-of-living increases or bonuses given to non-union employees, or agreed to between the City and another union, will also be awarded to POAM employees. In fiscal year 2017-2018 (year 4 of the agreement), employees shall receive a 2% cost-of-living pay increase. Any cost of living increases awarded to non-union employees; or agreed to between the City and another union (above 2%) will also be awarded to POAM employees.

SECTION F. Beginning July 1, 2017 (year 4 of the agreement), all employees who maintain their MCOLES certification shall receive an annual \$1,000 education premium.

APPENDIX "B" - INSURANCE

SECTION A. The City agrees to provide Blue Cross/Blue Shield Simply Blue 1500 plan effective as soon as practicable after ratification of this Agreement by both parties. Deductibles will change to \$1500 for single coverage and \$3000 for family coverage. The City will reimburse through a Health Reimbursement Arrangement the last \$750 for single coverage, and the last \$1500 for family coverage.

1. Increase emergency room visit co-pay to \$150
2. Maximum 12 annual chiropractic visits
3. The City may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose.
4. Prescription Drug coverage will change to 3-tier coverage as follows: \$10 Generic / \$40 Brand name preferred/ \$80 Brand name non-preferred.
5. The City shall provide a \$50 per month cash buyout in lieu of health insurance, said buyout to be payable in December for the calendar year

The union agrees to accept the same healthcare changes and monthly employee contribution amounts imposed upon non-union employees on July 1, 2014. During the life of the agreement, any additional healthcare changes and monthly employee contribution amounts imposed upon non-union employees shall be accepted by POAM members. At open enrollment, the union may vote to keep their current plan and pay the difference between what the City contributes toward non-union healthcare and the monthly premium of the plan they voted to keep.

These premium payments will be made for all regular, full-time employees not otherwise covered by another medical hospitalization plan paid by the City or another employer at the time provided below. In order to avoid duplicate coverage, employees will sign-a disclaimer on the form provided before any premiums are paid by the City.

1. In the event an employee is eligible for the City health insurance, but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses her/her coverage under that other plan, then said employee shall be allowed to enroll in one of the City-paid plans and said coverage shall become effective at the beginning of the next billing period. (Subject to verification of the loss of the other coverage and filing of appropriate insurance form within thirty (30) days from loss of coverage.)

SECTION B. For the duration of this Agreement, the City agrees to pay the premiums to provide group life insurance in the amount of \$25,000 with double indemnity for all regular, full-time employees at the time provided below. Effective March 1, 2007, life insurance will change from \$25,000 to a one times base salary.

SECTION C. For the life of this Agreement, the City will pay the premiums to provide a dental plan for regular, full-time employees who enroll in the program. The dental plan will provide a level of benefits at 90%/75%/50%, with an annual dollar limit of \$1000 per person as outlined in the agreement with the carrier. Employees taking dental insurance shall contribute by payroll deduction a sum equal to 20% of the premium. Said payment shall be by payroll deduction which is hereby authorized.

SECTION D. Eligible, full-time employees who elect the City healthcare plan shall become insured the first day of the month on or following sixty (60) days of employment. If an employee is away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION E. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated (including quit, retirement, etc.) or the end of the month if the employee is laid off or going on leave of absence, except as provided under Article XVI, Section J, regarding FMLA leaves, in the case of an employee going on leave of absence, under workers' compensation, said insurance coverage shall be continued for up to six (6) months, and provided, further, to the extent required by law, the City shall comply with the minimum standards set forth in COBRA for any coverage beyond said periods.

SECTION F. Eligibility, coverage and benefits under the above insurance plans are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City reserves the right to select the carrier, to change carriers, and to become self-insured. No matter contained in this Article, except failure to pay premiums, shall be subject to the Grievance Procedure.

SECTION G. For the life of this Agreement, employees retiring from the City and drawing a pension under Article XXII, Section A above shall be allowed to continue to participate in the City's group health insurance provided the employee pays the full cost of said insurance on a monthly basis at the time and in the manner specified by the City. Said coverage may be continued until the employee reaches 65 or becomes eligible for Medicare, whichever comes sooner.

Employees reaching age 65 and drawing a pension under Section A above, shall be allowed to participate in the City Retirees Group Health Insurance Plan available to past employees covered by a plan offered by the Michigan municipal Employees Retirement System and to

Employees who have retired since January 1, 1981 provided, the retired employee pays the cost of said insurance on a monthly basis at the time and in the manner specified by the City.

SECTION H. In addition to the provisions of Section G above, eligible employees shall be allowed to participate in the City's Vantage Care Retirement Health Savings Plan. The City shall contribute one and one-half percent (1-1/2%) of the employee's base wage in effect on the first full pay period in July of each year. New employees shall become eligible for the Vantage Care Retirement Health Plan the beginning of the month following completion of three (3) months of employment.

LETTER OF UNDERSTANDING "A"

(Retyped 7/15)

Overtime Assignments While
Filling in for Sergeant

Dear Mr. Funke:

If a Patrol Sergeant calls in sick, the City shall first offer the opportunity to work to the other two Patrol Sergeants in order of seniority.

Likewise, if a Sergeant is not scheduled, and the Corporal who is scheduled to be Acting Sergeant calls in sick, and there are no other Corporals assigned to work that shift (or if there is a second Corporal, and the second Corporal also calls in sick), the City shall first offer the opportunity to work to the Patrol Sergeant whose shift is being filled, then to the Corporal whose shift is being filled, and then to the other Corporals, in order of seniority.

Respectfully submitted,

Shane Horn
City Administrator

LETTER OF UNDERSTANDING "B"
(Revised 7/15)

Dear Mr. Funke:

The following shall be implemented on a 12-month trial basis.

In lieu of overtime pay, employees may earn and be allowed compensatory time-off on a calendar-year basis each year up to a maximum of forty (40) hours at any time to the end of that sentence. Overtime shall continue to automatically be paid in the pay period earned unless the employee files a written directive with the Chief's Office, on or before the end of the pay period directing that the hours be placed in the comp bank. The use of comp time shall not be considered or used if it will cause the payment of overtime. It may not be used in conjunction with vacations. Use of comp time days shall be subject to approval of the Chief or his designed representative, and shall not be grievable. Even if approved, it can be canceled if overtime will result. Comp time shall not be carried over beyond December 31st of the year in which it was earned. Accumulated comp hours not used at the end of the year will be paid at the wage rate earned in the second regular paycheck in January.

Respectfully submitted,

Shane Horn
City Administrator

LETTER OF UNDERSTANDING "C"
(Retyped 7/15)

The following shall serve to confirm our understanding relative to the shift change. Based on departmental seniority, Union Members may bid for their choice of the following shifts every four (4) months. It is understood there will be two Corporals on all shifts. It being understood that this is not a guarantee as to the number of Corporals but; is intended to ensure that all the Corporals are not on the same shift.

Shift "A" is 6:00 a.m. to 2:00 p.m.
Shift "B" is 2:00 p.m. to 10:00 p.m.
Shift "C" is 10:00 p.m. to 6:00 a.m.

However, no one can work Shift "C" permanently. Those working Shift "C" may be required to work at least one (1) four (4) week period on Shift "A" or "B" in the calendar year.

Shift schedule systems will remain the same. However, at the bid time, the shift strength must be turned into the Patrol Administrator four (4) weeks before it becomes effective.

Lateral seniority will not be applicable during this shift schedule; but, the Union reserves the right to return to lateral seniority if shift schedules return to the former twenty-eight (28) day rotations as per contract Article XVIII Section "E," Paragraph Two (2) between the City of Adrian and the Police Officers Association of Michigan.

It is understood that in the case of a Union Member promoted to either acting Corporal or permanent Corporal during the four (4) month shift, the promoted Corporal will be assigned to the shift with the Corporal vacancy. It is also understood that there will be no "bumping" during the four (4) month shift period. Trading shifts between Officers of the same rank will be allowed with the approval of the Shift Supervisor.

If management has a problem with an individual on a shift, management reserves the right to move the individual to another shift.

This letter will be in effect from July 1, 1996.

FOR THE CITY

FOR THE UNION

LETTER OF UNDERSTANDING "D"
CROSS TRAINING
(Retyped 7/15)

WHEREAS, it is recognized that employees hired on or after July 1, 1998, have been informed that it will be necessary for them to be cross-trained to perform various Fire functions as a condition of their employment;

WHEREAS, the City intends to study the feasibility of cross-training Police Officers to perform Fire functions;

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

In the event the City decides to implement cross-training of Police Officers, it will meet with the Union to work out the details.

Police Officers hired prior to July 1, 1998, will only be cross-trained if they volunteer for such training unless otherwise agreed between the City and the Union.

FOR THE CITY

FOR THE UNION

LETTER OF UNDERSTANDING "E"
(Retyped 7/15)

Dear Mr. Funke:

The following shall confirm the parties' understanding regarding on-call pay for those assigned to the Detective function.

Effective the beginning of the pay period following ratification, the City will pay a \$65 per week stipend to the Officer assigned to the Detective function who has call that week.

If said Officer is called during the week, the stipend shall be waived for the week.

Respectfully submitted,

Shane Horn
City Manager