

CITY

9/30/95

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF ST. CLAIR

AND

ST. CLAIR POLICE DEPARTMENT

AFFILIATED WITH THE POLICE OFFICERS LABOR COUNCIL

OCTOBER 1, 1992 To SEPTEMBER 30, 1995

St. Clair, City of

COLLECTIVE BARGAINING AGREEMENT

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Article 1. City of St. Clair Police Officers

This agreement entered into on this ____ day of September, 1993 between the City of St. Clair, (hereinafter referred to as the "Employer") and the St. Clair police department employees affiliated with The Police Officers Labor Council, (hereinafter referred to as the "Union"). NOTE: The Headings used in this agreement and exhibits neither add to nor subtract from the meaning of this agreement but are for reference only.

Article 2. Effective Date

The effective date of this agreement and all benefits provided shall be _____ (except that wages, pension contributions, educational bonuses, longevity and shift differential shall be effective October 1, 1992) and shall cover the period October 1, 1992 to September 30, 1995.

Article 3. 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, and the Employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Employer'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 their respective representatives at all levels and among all employees.

Article 4. Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 to the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement of all employees of the employer included in the bargaining unit described below:

- (A) All employees within the St. Clair City Police Department, excluding the Police Chief as certified by the Michigan Labor Mediation Board in Case No. R-66B-108 and:
- (B) Michigan Department of Labor Employees Relations Commission Consent Agreement Case No. R-81 J-326.

Article 5. Temporary Employees

(A) Temporary employees are those defined as hired for a short term for specific jobs, to do work not primarily or normally being done by members of the bargaining unit. There is no intention on the part of either the Employee or the Employer of continuing the employment beyond a designated term or completion of a job. In this respect temporary employees shall not come under the Union Contract in respect to rates of pay, hours of work, and other conditions of employment.

These temporary employees are not eligible for sick leave, vacation, holidays, pension benefits as are the regular employees.

Article 6. Management Security

The Union and Employees agree that during the life of this agreement they will not cause, encourage, participate in or support any strike or picketing against management or on any slow-down or other interruption of, or interference with the normal function of management concerning any matter which is subject to the grievance procedure or to the jurisdiction of the Board of Arbitration. Violation of this paragraph shall be grounds for disciplinary action up to and including discharge without recourse to the grievance procedure.

The employer will not lock-out employees. However, if any employee is unable to work because of equipment or facilities are not available due to a strike, work stoppage, or slow-down by any other employees, such inability to work shall not be deemed a lock-out under the provisions of this section.

Article 7. Management Rights

Union recognizes the prerogative of employer to operate and manage his affairs in all respects in accordance with its responsibilities, and the powers or authority which employer has not officially abridged, delegated or modified by the agreement are retained by employer. The Union recognizes the exclusive right of the employer to establish reasonable work rules. Without limiting the generality of the foregoing these rights shall include:

(1) Employer has the right to schedule overtime work as required in a manner most advantageous to the employer and consistent with the requirements of municipal employment and the public interest. Whenever possible, overtime will be scheduled twenty-four (24) hours in advance.

(2) The employer reserves the right to discipline or discharge for just cause.

(3) The employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the employer or where such continuation of work would be wasteful and unproductive.

(4) Employer shall have the right to determine reasonable schedules of work, and to establish the methods and processes by which such work is performed, in conformity with the City Charter.

Article 8. Contracting and Subcontracting

The Union recognizes that the employer has statutory and charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members. The subcontracting shall not directly cause the lay off of regular employees.

Article 9. Aid to Other Unions

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

Article 10. Union Security

Requirement of Union Membership

To the extent of the laws of the State of Michigan permit, it is agreed that:

- (A) Employees covered by this agreement at the time it 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.
- (B) Employees covered by this agreement who are not members of the Union at the time it 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 10th day after the thirtieth (30) day following such effective date.
- (C) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by the agreement 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 10th day after the thirtieth (30) day following the beginning of their employment in the unit.
- (D) An employee who shall tender an initiation fee -- (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

(E) Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues.

Article 11. Union Dues Check-off

(A) Payment by Check-off.

Employees shall tender monthly membership dues by signing the Authorization for Check-off Dues form.

Check-off forms: During the life of this agreement and in accordance with the terms of the Form of Authorization of Check-off of Dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with the employee who executes or has executed the following Authorization for Check-off Dues form:

Authorization for Payroll Deduction

I hereby request and authorize you to deduct from my earnings the Union Membership initiation fee, assessments and, once each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

By _____
Print Last Name First Name Middle Name

To _____
Employer Department

Date to Start Deduction Signed _____

Address _____

(B) When Deductions Begin.

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the Employee and shall be deducted from the last pay of the month and each month thereafter.

(C) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of the Police Officer's Labor Council with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.

The employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deduction and further advise said financial officer by submission of an alphabetical list of all new hires since the day of submission of the previous months remittance of dues.

(D) Termination of Check-off.

An employee shall cease to be subject to check-off deduction 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 employer of the names of such employees following the end of each month in which the termination took place.

(E) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the union shall be reviewed by the designated representative of the employer and a representative of the Local Union, and if not resolved may be decided at the final step of the grievance procedure.

Article 12. Stewards and Alternates

(A) Employees in the bargaining unit shall be represented by one Steward and one alternate who shall be a regular employee and working in that unit.

(B) The Steward, during his working hours, without loss of time or pay, may in accordance with the terms of this section investigate and present grievances to the Chief of Police. The Chief of Police will grant permission and provide sufficient time to the Steward to leave his work for these purposes. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the understanding that the time be devoted solely to the proper handling of grievances and will not be abused; and the Steward will perform his regularly assigned work at all times, except when necessary to leave his work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for the grievance procedure.

Article 13. Special Conferences

(A) Special conferences for important matters will be arranged between the Local President and the employer or its designated representative upon the request of either party. 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 requested. The agenda will be prepared by the party requesting the conference. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a time convenient to both parties. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the local and/or a representative of the International Union.

(B) The Union Representative may meet at a place designated by the employer on the employer's property for no more than one-half hour immediately preceding the conference with the representative of the employer for which a written request has been made.

(C) A special conference may be identified as a preliminary meeting towards resolving or avoiding a potential grievance or when a formal disciplinary action is contemplated.

Article 14. Grievance Procedure

Section 1. The informal resolution of differences of grievances is encouraged to be resolved at the lowest possible level of supervision.

Section 2. The term "grievance" shall be defined to mean a complaint by a police officer that:

1. There has been a violation, misinterpretation or misapplication of a specific provision of this Agreement.
2. The "statement of grievance" shall name the employee involved, state the facts giving rise to the grievance, identify the provisions of the agreement alleged to be violated by specific reference, and shall indicate the relief requested.

Section 3. Presenting a Grievance: Any employee having a grievance in connection with his employment shall present it to his employer in the following manner:

1. Step 1

(a) If an employee feels he has a grievance, he shall discuss the grievance with the Steward to determine if it is a grievance or not. If, in the steward's opinion, a grievance exists, they shall discuss the grievance with the Chief of Police.

(b) If the matter is not thereby disposed of, it will be submitted in written form by the steward to the Chief of Police within five (5) working days after receiving the Chief's verbal reply. Any grievance not presented in writing to the Chief within such time limits will be deemed to no longer exist.

2. Step 2

(a) The Chief of Police will answer in writing any grievance presented to him in writing to the Union within five (5) working days after receipt of said written grievance.

3 Step 3

(a) If the answer from the Chief of Police is not satisfactory, the grievance shall within five (5) working days, be submitted to the City Superintendent, who will set a meeting within five (5) working days (excluding Saturdays, Sundays and Holidays) after receipt of said written grievance with the Chief of Police, the local union steward, and the local union president to discuss and try to resolve the grievance.

4. Step 4

(a) In the event that a grievance is not settled in Step Three, the union or the City shall have ten (10) working days in which to invoke arbitration. Arbitration must be invoked in the following manner:

1. Written notice within ten (10) working days after receipt of disposition of Step Four of intent to submit the issue to arbitration. Following such notice of intent to arbitrate, the party shall attempt to select an arbitrator to arbitrate the disputed issue or issues.
2. In the event that parties have not selected an arbitrator within ten (10) working days of the date of notification of intent to arbitrate, or within such other period of time as may be mutually agreed upon, an arbitrator shall be selected in accordance with the rules and regulations of procedures of the Federal Mediation and Conciliation Service, unless another arbitrator or procedure shall be mutually agreeable. Within two working days of receipt of the list, the parties shall notify one another and attempt to select an arbitrator from the list.

The decision of the arbitrator shall be final and binding on all parties. The arbitrator may not add to, subtract from, change or amend any of the terms of this Agreement. The expense of such arbitrator shall be shared equally between the City and union.

Notwithstanding anything appearing elsewhere in the Agreement, the impartial arbitrator shall have the authority to rule only in the matters covered by the Agreement, shall not have

the authority to rule on any other matter at issue or which may be at issue between the two parties hereto.

Section 4. Any grievance not appealed from a decision of one of the steps of the above procedure to the next as prescribed shall be considered closed unless reconsideration is mutually agreed upon by the union and the City. Shall the City fail to proceed in accordance with the preceding steps, the grievance shall be awarded to the union. Grievances must be initiated within three (3) working days of such time as the employee has had the opportunity to be aware of an alleged grievance or it shall not be considered legitimate cause.

Section 5. A grievance may be withdrawn without prejudice.

Article 15. Discharge and Discipline

(A) Notice of discharge or discipline. The employer agrees to notify the Union, in writing, within twenty-four (24) hours of any disciplinary action of the members of the bargaining unit.

(B) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Steward of the unit and the employer will make available an area where he may do so before he is required to leave the property of the employer. Upon request, the employer or his designated representative will discuss the discharge or discipline with the employee and the Steward.

(C) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the employer within five (5) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to third step of the grievance procedure.

(D) Use of Past Record. In imposing any discipline on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously. Discipline will not be imposed on an employee hired prior to October 1, 1992, for falsification of his employment application after a period of two (2) years from his date of hire.

(E) Personnel File. Any member of the bargaining unit may request to review his/her personnel file during working hours. All written reprimands two (2) years old, if during that two (2) year period there has not been a reoccurrence of the violation that caused the written reprimand in the first instance, will be pulled from the officer's personnel file. Any time a written reprimand is going to be added to an officer's personnel file, the officer will

be notified. Requests to review personnel files are governed by the Bullard-Plawecki employee right to know law, which is Act 397, P.A. of Michigan 1978, being MSA 17.61 et. seq.

Article 16. Seniority

New employees hired in a unit shall be considered as probationary employees for the first six (6) months of their employment. The six months probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating six (6) months of employment within not more than one (1) year, he shall be entered on a seniority list of that unit from the day six (6) months prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

Article 17. Loss of Seniority.

An employee shall lose his seniority for the following reasons only:

(A) He quits.

(B) He is discharged and the discharge is not reversed through procedure set forth in this agreement.

(C) He is absent for three (3) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence the employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the deposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(D) If he does not return to work when recalled from lay off as set forth in the recall procedure. In proper cases, exceptions shall be made.

(E) Return from sick leave and leaves of absence will be treated the same as (C) above.

Article 18. Seniority of Officers

For layoff and recall purposes only, the president of the Union shall have top seniority and in the event of a lay off of any type be continued at work as long as there is a job in the department which can be performed by a police officer. He will be the last police officer laid off and the first officer to be recalled.

Article 19. Seniority List

The Seniority List on the date of this agreement will show names, job titles and seniority date of all employees of the unit entitled to seniority as to department. The employer will keep the seniority list up to date at all times and provide the local Union President with an up-to-date copy and post an updated copy on the Union bulletin board semi-annually.

Article 20. Lay Off Defined

(A) The word "Layoff" means a reduction in the working force due to decrease of work, decrease of departmental appropriation or over expenditure of department budget.

(B) If it becomes necessary for a lay off, the following procedure will be followed when insofar as it does not interfere with employer's efficient operation. Probationary and temporary employees will be laid off on a unit basis. Seniority employees will be laid off according to seniority as defined in the Seniority List and Seniority of Officers.

(C) Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of lay off. The local union secretary shall receive a list from the employer and the employees being laid off on the same date the notice(s) is issued to the employee(s).

(D) If the employee in the position of sergeant is laid off, the City has the right to temporarily assign to the sergeant position the employee who is next on the eligibility list for sergeant if the list is not older than one year old. If the list is older than one year a new selection procedure will be initiated as per the contract.

Article 21. Recall Procedure

(A) When the working force is increased after a lay off, employees will be recalled according to seniority, as defined in the Section on Seniority, Seniority List, and Loss of Seniority. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered as quit.

(B) Employee remains on the recall list for length of time equal to his seniority; up to the date of the lay off.

Article 22. Temporary Transfers

(A) Transfer of Employees. If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority, not to exceed six months, while working in the position to which he was transferred. If an employee is temporarily transferred to a position within the police department not covered by this agreement, that employee will continue to accrue seniority as if he were in the bargaining unit. Employees transferred under the above

circumstances shall retain all rights accrued for the purposes of any benefits provided for in this agreement.

(B) The employer agrees that in any movement of work not covered above in Section (A), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

(C) In the event of a vacancy or a newly created position employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven (7) calendar days prior to filling such vacancy or newly created position.

(D) A member will be paid out-of-class pay when he is assigned by the Chief of Police or designated representative to perform the duties of a higher rank for eight (8) hours or more.

-Patrolmen performing Sergeant's duties will be paid Sergeant's pay.

-A Sergeant performing all the duties of the Chief of Police will be paid at the Chief's pay scale as determined by the City.

Article 23. Promotions

(A) An employee must have at least three years of seniority with the St. Clair Police Department to be eligible to be considered for promotion. Promotions within the bargaining unit shall be made on the basis of qualifications and selection criteria and tests, including written and oral tests, and possibly, psychological, physical and assessment center selection tools, administered by an outside agency; the employee's ability to perform the required duties; and, if there are employees deemed to be equal after determining qualifications and abilities, departmental seniority. If written and oral tests only are used, the weights for these tests will be 60% written and 40% oral. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirements as established by the employer for the position in a conspicuous place in the department. Employees interested shall apply within the seven (7) calendar day posting period. The newly promoted employee who meets the minimum requirements, shall be granted a six (6) month trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to the employee's steward. In the event the senior applicant disagrees with the reasons for denial it shall be a proper subject for the grievance procedure.

(B) Upon completion of the six (6) months trial period, and it is found that the employee is unsatisfactory in the new position, notice and reason shall be submitted to the union in writing by the employer with a copy to the employee.

(C) During the trial period, the employee will receive the rate of pay (as defined under the wage section) for the job they are performing.

Article 24. Leave of Absence and Leave for Union Business

A. Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

1. Serving in any full time elected position (Union).
2. Maternity leave.
3. Illness leave (physical or mental).
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in immediate family.
6. If an employee is placed on a law enforcement task force by the City, that employee will continue to accrue and not lose seniority.

Such leave may be extended for like cause.

B. Leave for Union Business.

1. Members of the union elected to local Union positions or selected by the Union to do work which takes them from their employment with the employer shall at the written request of the Union, receive temporary leaves of absence for periods not to exceed one (1) year or the term of office, whichever may be shorter and upon their return may be re-employed at work with accumulated seniority.
2. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without pay to attend such conferences and/or conventions.

Article 25. Hours of Employment and Call-In

(A) Employees are expected to be at their regularly assigned duty station at their scheduled starting time.

(B) Employees will have a thirty (30) minute lunch break and two (2) fifteen minute coffee breaks during their scheduled duty shift whenever possible.

(C) Employees shall not be required to be on standby duty. In the event a standby is required of an employee, by the Chief or his authorized representative, the employee shall be assigned to work on an overtime basis and paid time and one-half rates for a minimum of three (3) hours. It is agreed that pyramiding is prohibited.

Article 26. Meetings and Education

All policemen covered by this agreement who are scheduled and required by authorization of the Chief of Police to attend schools or seminars will be paid for the actual hours, up to 8 hours per day, spent traveling to and from and attending such classes, but not including any non-scheduled study time. If the training falls on a day and a time during which the officer is regularly scheduled, he shall return to the department to complete his regular shift. All hours, excluding study time, over the regularly scheduled day will be paid at time and one half.

Article 27. Wages based on a 40.0 Work Week

The effective hourly rates for members of the bargaining unit as of September 30, 1992 shall be increased further by five (5%) percent effective October 1, 1992; increased further by five (5%) percent effective October 1, 1993 and by five (5%) percent effective October 1, 1994, as represented by the following table:

Salary Schedule (Hourly Rate)

	1992	1993	1994
Sergeant	17.07	17.93	18.83
Patrolman	15.52	16.30	17.12

Probationary Period:

First 6 months	11.55	12.13	12.73
Thru 1 Year	12.22	12.83	13.47
After 1 Year	13.55	14.23	14.94
After 2 Years	14.24	14.95	15.70

Stated as the effective annual wage, based on a 40 hour week, exclusive of overtime, shift premiums and other allowances, the annual wages are:

Salary Schedule (Yearly Rate)

	1992	1993	1994
Sergeant	35,507	37,294	39,166
Patrolman	32,282	33,904	35,610

Probationary Period:

First 6 months	24,024	25,230	26,478
Thru 1 Year	25,418	26,686	28,018
After 1 Year	28,184	29,598	31,075
After 2 Years	29,619	31,096	32,656

The Sergeant position shall have a differential in wages which is 10% above the patrolman wage as defined in the wage scale.

Article 28. Shift Premium

During the length of this agreement the employees covered by this agreement shall be paid the following shift premium for scheduled shifts, as worked, commencing between Noon and 5:00 PM . . . 35 cents per hour; between 5:00 PM and later shifts . . . 50 cents per hour.

Article 29. Overtime

(A) Hours worked, including time spent in court, other than regularly scheduled shifts, will be paid at the rate of time and one-half for a minimum of three (3) hours. Subpoena fees and mileage received by the officer will be returned to the City Treasurer.

(B) Time and one-half will be paid for holidays when worked.

(C) Overtime worked shall be paid at the rate of time and one half (1 1/2). Overtime hours of a routine nature shall be equalized as much as possible. This shall not apply to court time or emergency situations.

(D) Off-duty officers attending staff meetings, parades, July Fourth fireworks, Devil's night, Halloween and other events will be paid at the rate of time and one half (1 1/2) for a minimum of three (3) hours.

Article 30. Holidays and Personal Leave Days

(A) Holidays. Employees in this department shall be granted eleven (11) paid holidays for each calendar year. Paid holidays are: New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, Christmas Day, and the day before New Years. Payment for each holiday shall be included in the paycheck immediately following the pay period in which the holiday occurred. Employees assigned to a 12 hour shift who work a holiday will be paid twelve (12) hours at time and one-half (1 1/2) plus twelve (12) hours holiday pay. If working eight (8) hour shifts - paid eight (8) hours at time and one-half (1 1/2) plus eight (8) hours Holiday Pay. Employees who do not work a holiday will be paid eight (8) hours Holiday Pay. A vacation day or sick day cannot be used on the holiday; if the employee elects to take the holiday off and thereby forfeiting the extra pay, he may do so provided the effective operation of the department is not seriously hampered and prior approval is received from the Chief of Police.

(B) Personal Leave Days. Twenty-four (24) personal leave hours per employee will be permitted during each year of this agreement (October 1 thru September 30). In the event said personal leave days are not used during each contract year (life of this contract) they shall be considered forfeited. The personal leave days will be paid at the regular day rate.

Article 31. Longevity

During each year of this contract, regular full time employees shall receive an annual bonus in accordance with the following schedule:

From October 1, 1992 to September 30, 1995.

Upon completion of:

3 - 10 years service	\$ 325.00
10 - 15 years service	\$ 375.00
15 - 20 years service	\$ 425.00
20 years and over	\$ 475.00

The aforesaid bonus will be paid on or about December 1 of each contract year based on length of service as determined by the anniversary date of the employee. Employees hired after October 1, 1992 will not be eligible for longevity.

Article 32. Uniform Allowance and Maintenance

Employees covered by this agreement shall receive the amount of Three Hundred Fifty (\$350.00) dollars each year for Uniform Allowance and Maintenance. Payment of said allowance shall be made in a lump sum during the last week in September for the preceding year.

Article 33. Vacations

(A) Regular full time employees who have completed twelve months of continuous service shall be eligible for and entitled to a vacation with pay in accordance with the following schedule:

1 thru 2 years	88 hours
3 thru 7 years	120 hours
8 thru 10 years	144 hours
11 thru 15 years	168 hours
16 thru 20 years	184 hours
20 years and over	208 hours

Eight additional vacation hours for every five (5) years after twenty (20) years.

(B) Vacations will be granted at such time during the years as are suitable considering both the wishes of the employees and the efficient operation of the department concerned. Thirty (30) days prior to the start of a scheduled vacation of more than four (4) days, the Chief must either approve or disapprove said vacation. If he disapproves, the reason for such refusal must be given the officer in writing. The employee will give thirty (30) days notice for any vacation time over four (4) days.

(C) Vacations may be taken in a period of consecutive days. Vacations may be split into one or more days, providing such scheduling does not interfere with the operation of the department and with the consent of the supervisor.

(D) A vacation may not be postponed from one year to another and made cumulative but will be forfeited unless completed during each year following the date of hiring (anniversary) of the employee.

(E) A vacation may not be waived by an employee and extra pay received for work during that period.

(F) Employees will be paid their day rate while on vacation and will receive credits for any benefits provided for in this agreement.

(G) If a regular pay day falls during an employee's vacation, he may receive that check in advance before going on vacation. He must make written request three (3) weeks prior to leaving if he desires to receive it in advance.

(H) A current list of unused vacation time for each employee will be posted in the Union Bulletin Board semi-annually.

Article 34. Hospitalization Medical Coverage

1. The employer agrees to pay all of the premiums for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield MEBS Star 2. This coverage shall apply to all seniority employees. The City will pay 50% of the monthly premium of the current hospitalization plan for those persons who retire early and before the age of 65.
2. Prescription Drug Benefits. The employer agrees to pay all the premiums for prescription drug plan for the employee and his family. The plan to be that offered by Blue Cross-Blue Shield of Michigan M.E.B.S. Two-Star and requires each member to pay three dollars (\$3.00) for each covered prescription or refill. This coverage shall apply to all seniority employees.
3. Dental Insurance. The employer agrees to pay all the premiums for comprehensive basic dental insurance plan provided by Michigan Employee Benefit Services (MEBS) Trust Dental Care (Group #2009) for the employee and his family. The plan is described in Schedule A. This coverage shall apply to all seniority employees.
4. Optical. The employer agrees to pay all premiums for Michigan Employees Benefit Services (MEBS) Trust Vision Care Plan for the employer and his family. The plan is described in Schedule B.
5. The parties agree that insurance carriers other than those currently named in the contract may be asked to submit proposals to the City for insurance. When the proposals are made it will be to a committee made up of representatives of both the City and the Union which will have the authority to recommend acceptance or rejection of equivalent coverage. There will be mutual agreement between the parties before a change is made.

Article 35. Sick Leave

(A) Employees shall accumulate and be credited with ninety six (96) work hours of sick leave with pay per year, to be credited at the rate of eight (8) hours for each completed month. No more than one thousand six hundred hours (1600) may be accumulated. When officers reach the one thousand six hundred (1600) sick day maximum, they will be credited with eight (8) hours a month to a maximum of ninety-six (96) hours that will not be accumulative and be referred to as reserve sick bank. If an officer gets sick after he reaches

his maximum accumulation, the sick days will come out of his reserve sick bank until they are exhausted, then the sick days would be taken from his maximum accumulation. The sick days in the reserve bank if not utilized during each of the contract years will be forfeited. Upon death or voluntary termination of an employee, fifty (50%) percent of accumulated sick leave will be paid to that employee or his estate. If a seniority employee is killed in the line of duty, the spouse or his estate shall receive one hundred (100%) percent of any unused accumulated sick leave.

(B) Sick leave shall be available for use by seniority employees for the following purposes:

1. Acute personal illness or incapacity over which the employee has no reasonable control.
2. Absence from work because of exposure to contagious disease which according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
3. Medical and dental extraction or treatment to the extent of time required to complete such appointments.
4. Absence from work for the purpose of taking care of the immediate family in the event of illness, doctors appointments, dentist appointments.
5. Each employee will be covered by the applicable workmen's compensation laws and the employer further agrees it will supplement the Workers compensation amount to provide 100% of the employee's regular pay for a period not to exceed one (1) year per occurrence.

(C) All employees shall accumulate sick leave from the date they are hired including probationary employees.

(D) Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation credits.

(E) Employees who are laid off for a period of less than three (3) months shall have available any unused sick leave previously earned, effective at the time they are recalled. If on indefinite layoff, the employee will be able to collect fifty (50%) percent of all accumulated sick time earned up until the layoff begins.

(F) An employee who transfers from one unit to another with the bargaining units covered by this agreement shall transfer with him any unused sick leave.

(G) Employees on leave of absence without pay, on sick leave or injury leave shall not accumulate sick leave during such period.

(H) The Chief of Police shall be responsible for reviewing employee requests for sick leave and determining their validity. He may, with reference to the needs of this department, require prompt and daily notification from his employees of the necessity of taking sick leave. Prior notification should be provided by the employee whenever possible. The Chief of Police shall require the report of a medical doctor or a doctor of Osteopathy or a doctor of Chiropractics for any illness extending for more than three work days. The Chief of Police shall refuse to allow use of sick leave where in his judgement there is insufficient evidence to support the employee's claim, or where he believes the employee has not exercised reasonable effort to promptly notify the department of his absence.

(I) All payments for sick leave shall be made at the employee's full current rate of pay where all other conditions of the sick leave plan have been complied with.

(J) Employees who leave to enter the Armed Forces of the United States under the provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment by the City have available any unused sick leave previously earned; provided that such re-employment takes place within ninety (90) days after discharge or release from active duty in the Armed Forces.

(K) Any claim for sick leave pay after the first three (3) days must be substantiated by a written evidence signed by a medical doctor, or a doctor of Osteopathy or a doctor of Chiropractics, the employee, and the Chief of Police. A list of physicians to be used will be provided by the City for this purpose. Falsification of such evidence shall be cause for dismissal.

(L) A current list of unused sick leave will be posted on the Union bulletin board annually.

Article 36. Insurance

(A) During the life of this contract each member of the bargaining unit shall be insured for Thirty Five Thousand Dollars (\$35,000) of term life insurance. The premiums for said insurance to be paid by the City.

(B) Each member of the bargaining unit shall be insured for liability for claims of personal injury resulting from false arrest, detention or malicious prosecution, libel or slander, violation of an individual's civil rights, negligence or other loss as a result of the member's employment, for the maximum amount of insurance as provided by the Michigan Municipal Risk Management Authority of which the City is a self-insured member.

(C) Property damage or personal loss: An officer incurring loss or damage to his personal property such as eyeglasses, watches, etc. while in the performance of his duty, upon review and approval by the Chief of Police, will be reimbursed for the replacement or repair of such property (not to exceed \$100.00 per employee per year for watches and jewelry; there is no limit for eyeglasses). Any denials will be subject to the grievance procedure.

Article 37. Residency

Residency: All members of the bargaining unit are required to reside within St. Clair County.

Article 38. Retirement System

In consideration of the Employees agreement to pay a straight 4% the first year of the contract; 2% the second year of the contract; and 0% the third year of the contract of earnings toward the cost of the pension plan, the City agrees to change the current retirement plan, effective as soon as possible to a Michigan Municipal Employees Retirement System C-2 plan with a B-1 base and a F-55 benefit program, for twenty-five (25) years of service conditioned upon the continued availability of the special millage approval by the electorate for City employees which expires in the year 2000.

This retirement plan is an actuarial sound reserve plan, financed jointly by participating Municipality and its employees.

Article 39. Funeral Leave

(A) If a death occurs among members of an employee's immediate family or household, the employee may be granted three (3) leave days, with pay, not deducted from sick leave, provided the employee attends the funeral.

(B) The immediate family is defined as husband or wife, son, daughter, brother, sister, son-in-law, daughter-in-law, or the father or mother of either the employee or spouse. Additional leave may be granted in special cases, subject to the approval of the employer. Such additional leave shall be deducted from sick leave.

(C) If a death occurs among the relatives of an employee, the employee shall be granted one day's leave, with pay, which shall not be deducted from sick leave.

(D) Relatives are defined as grandson, granddaughter, grandmother, grandfather, brother-in-law, sister-in-law.

(E) Employees who wish to attend the funeral of a fellow employee or former employee, may do so but without pay. Employees who serve as pall-bearers at a funeral of a fellow employee or former employee shall be allowed one-half funeral leave day for the purpose of serving as a pall-bearer.

Article 40. Pay Periods

Pay periods for employees covered under this agreement will remain as is; i.e., bi-weekly. Pay checks will be issued on the Friday following the end of the pay week.

Article 41. Road Patrol Units

The City agrees to continue its current departmental policy which endeavors to have 2 full time police officers working during a scheduled shift as a matter of policy when counting the Chief of Police as one of the officers.

Article 42. Union Bulletin Boards

(A) The employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notice of elections.
3. Notice of results of elections.
4. Notice of meetings.

These bulletin boards shall not be used by the Union for disseminating propaganda and among other things shall not be used by the Union for posting or distributing pamphlets on political or other controversial matters. The Union shall have the exclusive right to the use of these bulletin boards.

Article 43. Veterans and Veterans Law

The employer hereby agrees to comply with all applicable federal and state laws regarding military leaves of absence and the rights of veterans.

Article 44. Americans with Disabilities Act (A.D.A.)

It is agreed by the parties that the Americans with Disabilities Act (A.D.A.) is hereby adopted by reference in this Agreement.

Article 45. Past Practices

The parties expressly declare that they have bargained between them on all phases of hours, wages and working conditions and that this contract represents their full and complete agreement without reservation or unexpressed understanding. Any aspect of hours, wages and working conditions not covered by a particular provision of this Agreement is declared to have been expressly eliminated as a subject for bargaining and during the life of the Agreement may not be raised for further bargaining or negotiation without the written consent of all the parties hereto. Further, the parties agree that the employer is not required to continue any practices of working conditions which it may have heretofore granted unless specifically required by the terms of this Agreement.

Article 46. Validity

If any parts of this Agreement are found to be illegal, such illegality shall not in any way affect any other parts of this agreement.

In the event that it is determined that this Agreement is in violation of any executive order of the President of the United States or any regulations promulgated thereunder, the parties agree to immediately commence negotiations to amend this contract to comply with said orders or regulations. The parties also agree to abide by the provisions of the Americans with Disabilities Act of 1990.

Article 47. Supplemental Agreements

All proposed supplemental agreements shall be subject to Good Faith negotiations between the employer and the Union. They shall be approved or rejected within a period of fifteen (15) days following the conclusion of negotiations.

Article 48. Education Incentive Pay

Members who obtain the following degrees in Law Enforcement will be paid the following bonuses: Payable first pay in October

Associates Degree --\$200.00

Bachelors Degree--\$300.00

Article 49. Physical Fitness Incentive Pay

(A) A committee made up of two city representatives and two representatives from the POLC will be established to investigate physical fitness incentive pay and will report their findings back to the respective parties within six months of the signing of the contract.

Article 50. Termination and Modification

(A) This Agreement shall continue in full force and effect until September 30, 1995, and thereafter until amended or modified as provided herein.


(B) If either party desires to terminate this agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving notice of termination withdraws the same prior to the termination date, this agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

(C) If either party desires to modify or change this agreement, it shall on or before July 1, 1995, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this agreement has been give in accordance with this paragraph, this agreement may be terminated by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this agreement without modifying or changing any of the other terms of this agreement.

(D) Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed to the Union, _____, and to the employer, addressed to City Superintendent, City Hall, St. Clair, Michigan or any other such address as the Union or employer may make available to each other.

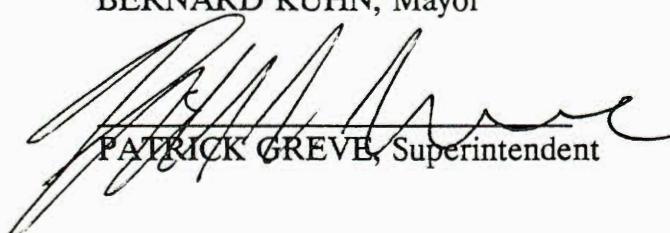
FOR THE CITY OF ST. CLAIR


APPROVED FOR THE UNION

BERNARD KUHN, Mayor

, President


PATRICK GREVE, Superintendent


MICHAEL P. SOMERO, Michigan
POLC Field Representative

LETTER OF INTENT

TO: Members of the St. Clair Police Department

DATE: October 1, 1992

This letter is intended to express the policy of this Department during the term of the 1992-95 contract between the city of St. Clair and the Police Officers Labor Council on the following matters:

PAYCHECKS

The City will continue its current practice and make a reasonable effort to have paychecks for Friday payrolls available to all members of the police department on the Thursday afternoon immediately preceding payday.

WORK SCHEDULES

In confirmation of the policy stated in a letter dated July 8, 1981, work schedules shall be posted on the bulletin board at least forty-eight (48) hours prior to each biweekly work period, and will remain from forty-eight (48) hours prior to the posted schedules. It shall be the duty of all employees to ensure that any problems, mistakes or conflicts in the schedule are brought to the attention of the Chief or Sergeant, so that corrections can be made. The schedule may be changed after posting in the event of emergency, sickness or mutual agreement between affected personnel. Schedule changes shall not be made for the sole purpose of avoiding overtime, but if they are, they shall be compensated at time and half rates.

PRISONER TRANSPORTING

The policy of the City of St. Clair Police Department has and will continue to endeavor to assure the safety and welfare of its members in the transportation of prisoners. It is the policy of the Department that whenever a member is required to pick up a prisoner he shall be provided, upon request, with a patrol car equipped with a protective screen. If the distance to be traveled required the purchase of gasoline, the member shall be provided, upon request, with sufficient cash to cover such costs.

Member of the Department
Letter of Intent
Page Two, Con't.

The policy of the city and Chief of Police has and will continue to endeavor to assign two members of the Department to a detail to transport potentially dangerous prisoners, which include prisoners accused or convicted of felonies or high court misdemeanors. Reasonable, discretionary exceptions by the Chief, the Sergeant or individual department members may be made considering the prisoner, economy and available equipment. In the event of the unavailability of the Chief or the Sergeant, the responsibility for the reasonable and prudent application of this policy may be assumed by the officer member involved.



WAYNE R. GORALSKI
Chief of Police

MEMORANDUM OF UNDERSTANDING


It is hereby understood and agreed by and between the City of St. Clair and the Fraternal Order of Police that the 12 hour shift will continue for a period covering the present contract. During that time, it shall be the option of either party to terminate this schedule with a 30 day notice. The following conditions will prevail.


1. Association members assigned to patrol shall be scheduled for duty on 12 hours shifts.
2. Duty hours on the 12 hour shift schedule will be 0700 hours to 1900 hours, 1500 to 0300 hours, and 1900 hours to 0700 hours.
3. While on the 12 hour shift schedule all time (sick, vacation, etc.) referred to in the Association employment contract shall be converted to a hour for hour basis.
4. Association members on the 12 hour shift schedule could earn 4 hours compensatory time during each 2 week pay period. This time is referred to as "Special Bank Time". Association members shall schedule their special bank day off each 6 weeks. This special bank day off cannot create overtime. If this bank day is not used within the 6 week period, it will be scheduled at the next available day by the department.
5. In the event that conflict arises between this memorandum of understanding and the Association employment contract the Association and the Department administration will attempt to arrive at reconciliation or reasonable alternative.
6. The 12 hour shift cannot cause any benefits or more expenses to the department than the previous schedule.
7. During the time that the 12 hours shifts are in effect, all vacation, sick, and personal time shall be converted to hours, e.g., if a member earns 10 vacation days under the contract, it shall be converted to 80 hours of vacation time.


SCPD Members
Memorandum of Understanding
Page Two, con't.


8. Sick time, for the duration of this contract, shall be earned at the rate of 8 hours per month.
9. In addition to Article 30, Section A, if a member works the holiday, he/she shall be paid 12 hours of straight time and 12 hours of time and a half pay rate.


THOMAS J. MANNINEN
City Superintendent


RICHARD JEFFERSON
F. O. P. President


WAYNE R. GORALSKI
Chief of Police


KELLY TIPPIE
F. O. P. Vice-Pres.


MICHAEL P. SOMERO
Representative for FOP

SCHEDULE A

TRUST ALTERNATIVE
DENTAL BENEFIT COVERAGE SCHEDULE

Administered By: MEBS, INC.

Employer: City of St. Clair
411 Trumbull
St. Clair, MI 48079

Group Number: 2009

Eligible Class(s): Administrative Non-Union, AFSCME, and FOP

Service Requirement:

Minimum Work Requirement: 20 hours per week

Employee Contributions: None

Annual Open Enrollment Period: N/A

Benefit Year: January 1 Through December 31

Plan Year: The Records of the plan are kept separately for each plan year. The plan year begins on June 1 and ends on May 31.

Predetermination of Benefits: All charges in excess of \$200.00

SCHEDULE OF DENTAL BENEFITS

TYPE I	Benefits: See list of Dental Services	
	Percentage	75%
	Lifetime Deductible Amount	N/A
	Incentive Plan Increments	N/A
TYPE II	Benefits: See list of Dental Services	
	Percentage	50%
	Annual Deductible Amount.....	N/A
TYPE III	Orthodontic Benefits:	
	Percentage	50%
	Lifetime Deductible Amount.....	N/A

PLAN MAXIMUMS

TYPE I & II Services:

Maximum Annual Benefit per Covered individual.....\$1,000.00

TYPE III Services:

Lifetime Maximum Benefit per covered Individual.....\$1,000.00

PLAN MODIFICATIONS

The following plan Modifications have been Included:

"D"

SCHEDULE B

COVERAGE SCHEDULE
TRUST ALTERNATIVE

Participating Employer: City of St. Clair
 411 Trumbull
 St. Clair, Michigan 48079

Group Number: 2009

Eligible Classes: Administrative Non-Union , AFSCME, and FOP

Service Requirement:

Minimum Work Requirement: 20 Hours per week

Employee Contributions: None

Annual Open Enrollment period: None

Benefit Period: 24 Months

Coordination of Benefits: Included

Assignment of Benefits: Included

Plan Year: The records of the Plan are kept separately for each Plan year. The Plan year begins on June 1, and ends on May 31

SCHEDULE OF BENEFITS
 BENEFIT CLASS

BENEFIT

CO-PAYMENT

BENEFIT	BENEFIT CLASS	CO-PAYMENT
Complete Vision Exam	A	100% U.C. & R. *
Single Lens Prescription	B	100% U.C. & R.
Bifocal Lens Prescription	B	100% U.C. & R.
Trifocal Lens Prescription	B	100% U.C. & R.
Lenticular Lens Prescription	B	100% U.C. & R.
Frames: (Standard Type)	B	100% U.C. & R.
Contact Lens Prescription	C	100% U.C. & R.
	* Maximum per pair of lenses * Allows \$80.00 when not medically necessary	

* Usual, customary, and Reasonable Fees.

DEDUCTIBLES: (BENEFIT CLASS) "A" ----- \$5.00
 "B" ----- \$7.50
 "C" ----- \$7.50

BENEFIT DETERMINATION PERIOD:

Vision Examination: Once every 12 months, from last date of service.
 Lenses: Once every 24 months, from last date of service.
 Frames: Once every 24 months, from last date of service.