

AGREEMENT

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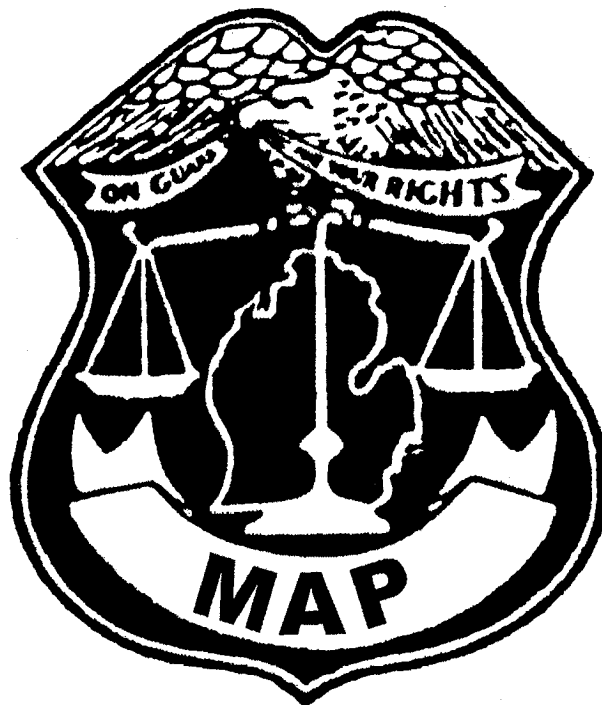
THE CITY OF ST. CLAIR SHORES

And

ST. CLAIR SHORES

COMMAND OFFICERS ASSOCIATION

OF THE MICHIGAN ASSOCIATION OF POLICE



JULY 1, 2005 - JUNE 30, 2009

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AGREEMENT

This Agreement entered into between the City of St. Clair Shores, a Michigan Municipal Corporation, hereinafter referred to as the Employer or the City, and the St. Clair Shores Command Officers Association, existing under the laws of the State of Michigan, hereinafter referred to as the Association.

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements herein contained do hereby agree as follows:

ARTICLE I **PURPOSE AND INTENT**

- 1.1 The general purpose of this Agreement is to set forth terms in respect to rates of pay, wages, hours of employment, or other conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the City of St. Clair Shores in its capacity as an Employer, the Employees, the Association, and the citizens of the city of St. Clair Shores.
- 1.2 The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing proper services to the community.
- 1.3 To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

ARTICLE II **RECOGNITION**

- 2.1 The City of St. Clair Shores recognizes the St. Clair Shores Command Officers Association as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of 1965, for all police officers holding the rank of Sergeant and Lieutenant. The City will negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.
- 2.2 The City will not interfere with, discourage, restrain or coerce police officers because of their membership in the Association or any lawful activities therein.

ARTICLE III
DUES DEDUCTION

- 3.1** The City will deduct, upon signed authorization of the officer's request, all initiation fees, dues and assessments, as authorized treasurer each month.

ARTICLE IV
AGENCY SHOP

- 4.1** Any employee who is not a member of the Association and who does not make application for membership, shall as a condition of employment, pay to the Association an amount equal to the Association's regular monthly service charge in an amount equal to the monthly dues applied to the members as a contribution toward the administration of this Agreement. Employees who fail to comply with this requirement within thirty (30) days from the first date of entering the unit shall be discharged by the Employer.

ARTICLE V
REPRESENTATION

- 5.1** The Association shall be represented in all negotiations by a committee of the Association. The City shall negotiate with those representatives as herein provided.
- 5.2** If necessary, the department shall permit three on-duty officers to negotiate a working agreement without loss of benefits.
- 5.3** The President of the Association and/or his representative, shall be allowed time off, without loss of benefits, to conduct such Association business as he/she deems necessary, including his/her participation in grievance procedures; provided, however, for regularly scheduled business a forty-eight (48) hour notice be given to the Chief of Police and such notice shall be given as soon as possible for non-scheduled business.

ARTICLE VI **GRIEVANCE PROCEDURE**

- 6.1** The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.
- 6.2** Every officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Step I - Immediate Supervisor.

- A.** (Verbal) If an officer feels he/she has a grievance, he/she shall discuss the grievance with his immediate supervisor. The President or member of the committee of the Association may be present.
- B.** (Written) If the grievance is not satisfactorily resolved, the President or committee member shall file the grievance in writing within five (5) days with the officer's immediate supervisor, or if not available, to the next ranking officer in charge, who shall answer the grievance in writing within five (5) days of its receipt by him/her.

Step II - Written Chief.

If the written answer is not satisfactory, the grievance shall be submitted within five (5) days to the Chief of Police, who shall reply in writing within five (5) days. A meeting between the Chief of Police, the President, and a committeeman shall be held to discuss the grievance within the five (5) day period.

Step III - City Manager.

- A.** If the alleged grievance remains unresolved five (5) days after the action by the chief of Police, the grievance shall then be submitted to the City Manager or their designee, who shall reply in writing within five (5) days. A meeting between the City Manager or their designee and the President of the Association, or his/her representative, shall be held to discuss the grievance within the five (5) day period.

B. If the City's representative does not answer at any step within the time limits set forth herein or as mutually extended by the parties in writing, the grievance will be moved automatically to the next step in the grievance procedure.

C. The Arbitrator shall not consider any evidence submitted by either party which was not produced in the grievance procedure, unless such evidence has not been known to the party submitting the proposed new evidence.

6.3 Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of the grievance procedure. Grievances not answered within the five (5) day period will be submitted to the next step. The five (5) days shall not include Saturdays, Sundays and legal holidays.

ARTICLE VII **ARBITRATION**

7.1 Any unresolved grievance, having been processed to the last step of the grievance procedures, may be submitted to arbitration by either the Association or the City within thirty (30) days.

7.2 Said arbitrator shall be selected in the following manner:

A. The Federal Mediation and Conciliation Service shall submit to the Association and the City a list of nine (9) arbitrators.

B. Each party may then strike the name of any unacceptable arbitrator and number each remaining name on the panel. The numbered list shall thereafter be submitted in writing to the Service. If there is no mutually acceptable arbitrator listed on the first list of arbitrators presented to the parties for selection of arbitrator, then a second and final list of nine (9) arbitrators shall be submitted to the parties.

C. The above procedure shall be again utilized, if necessary, for the second list in order to determine a mutually acceptable arbitrator.

- D.** From either the first or second list for selection of arbitrator, the Federal Mediation and Conciliation Service shall determine the most mutually acceptable arbitrator based upon the name on the panel that has the lowest accumulated number. If no mutually acceptable arbitrator can be selected after submission of the second and final list, the arbitrator shall be appointed by the Federal Mediation and Conciliation Service but, in no event, shall the Service appoint any arbitrator whose name has been stricken from either of the two lists.
 - E.** The decision of the arbitrator shall be final and binding on both parties to this Agreement.
 - F.** The fees and expenses of said arbitrator shall be paid by the party against whom the decision is rendered. All expenses shall be borne by the party incurring them.
- 7.3** The arbitration procedure provided in this agreement shall be exclusive. An employee's decision to appeal disciplinary action pursuant to the contractual arbitration provisions shall be made in lieu of his/her appeal rights under the civil service ordinance.

ARTICLE VIII **DISCIPLINARY PROCEDURE**

- 8.1** All employees shall have the right to be represented by the President or a member of the committee at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any employee which may result in official entries being added to his/her personnel work file.
- 8.2** When an officer is charged with an alleged misconduct, he/she shall not be required to answer the alleged charge verbally or in writing, except of his/her own choosing or on advice of counsel.
- 8.3** When the alleged charge is unfounded or the officer is not guilty and no disciplinary action is taken, no record of the alleged misconduct shall be kept in the officer's personnel work file.

- A. If the charge is dropped all written records of the alleged charge shall not be a permanent part of the officer's personnel file.
 - B. If the alleged charges are found to be unfounded, no record of the charge shall be kept in the officer's personnel file without the officer's consent.
- 8.4 Where disciplinary action results and is not reversed through the grievance procedure, all records relative to such action shall remain in the personnel file for a period of two (2) years.
- 8.5 An officer may review his personnel work file at any time on request to the Chief of Police.
- 8.6 The claim of any permanent employee that he/she has been unjustly disciplined shall be processed as a grievance.

ARTICLE IX

PROMOTIONS AND LAYOFFS

- 9.1 Promotions and layoffs shall be in accordance with Act 78 of Public Acts of 1935, as amended.
- 9.2 When an officer is promoted, he/she shall be paid to the current scale immediately.
- 9.3 Promotions. All promotional opportunities for members of the bargaining unit shall be filled by the following procedure. The provisions of Act 78 shall govern promotional examinations to the extent those provisions are not inconsistent with the provisions of the collective bargaining agreement.
- A. Notice of the pendency of a promotional examination shall be given at least sixty (60) days prior to the date of the written examination.
 - B. The City or testing agency shall provide the bibliography of resource material which may be reviewed and studied for any pending examination. The bibliography shall be released concurrently with the notice of examination or as soon thereafter as is reasonably possible.

- C. Any promotional examination shall be limited to the testing of knowledge which is related to the St. Clair Shores' promotional opportunity for which the testing is being given.
- D. The promotional list for Lieutenants, shall consist of a written examination which will account for sixty (60%) percent, an Oral Board examination which will account for twenty (20%) percent and a peer review which will account for twenty (20%) percent. The form utilized for the peer review shall be revised and agreed to by the parties ninety (90) days prior to the peer review being conducted. The Oral Board will be comprised of the Chief of Police, a Lieutenant member of the COA, who shall be selected by the Union, and a third individual agreed to by the other two panel members. Members of the Oral Board shall not participate in the peer review process. Individuals must obtain a passing score of seventy (70%) percent on the written examination, as well as, the overall score in order to be placed on the promotional list.

For positions above the rank of Lieutenant an Assessment Center will be utilized. The Assessment Center will account for fifty (50%) percent, and the Panel Board will account for the other fifty (50%) percent. Applicants must obtain a passing score of seventy (70%) percent on each of these components in order to be placed on the promotional list. The Panel Board will consist of the City Manager, Human Resource Director, Police Chief and a member at large to be mutually agreed upon by the Union and the City Administration. Results/scores shall not be compiled and released until completion of Step G, H and I.

Seniority points will be added to a passing score. One quarter (1/4) point will be added for each completed six (6) months service with the department. Seniority points will be calculated based upon the seniority of the employee on the day of the written examination or assessment center.

- E. A seventy (70%) percent raw score shall be deemed the minimum passing score on any written promotional examination.

- F.** A second, and different promotional examination shall be scheduled in any case where no eligible officer passes the initial written promotional examination with a raw score of seventy (70%) percent or more. In the case where no eligible officer passes the second examination, the Act 78 Civil Service Commission shall determine what action to pursue. Under no circumstances, however, shall the Commission reduce directly or indirectly the minimum raw score required to passage of a written promotional examination.
- G.** Prior to the posting of results from any written promotional examinations, promotional applicants shall be permitted a minimum of three (3) days during which they may review their test scores and incorrect responses. Due notice shall be given to the promotional applicants for this purpose.
- H.** During this three (3) day period, any promotional applicant who has reviewed his examination may challenge, in whole or in part, the examination or any question or questions from it.
- I.** Any challenge shall be made within said three (3) day period and shall be placed in writing. The challenge shall first be presented to the testing agency for decision. Any further appeal of the issue shall be filed with the Act 78 Civil Service Commission within ten (10) days of the testing agency's decision. Any further appeal shall follow the appeal process provided by law for Act 78. The filling of any vacancy shall not be delayed by any challenge filed under this provision nor shall the Civil Service Commission delay certifying any eligibility list merely because of the pendency of a challenge.
- J.** No challenge or appeal shall be deemed timely unless made within the time limits set forth herein.

ARTICLE X
SENIORITY

10.1 Length of time in rank shall be the first consideration in matters of seniority.

- 10.2** In the event the date of promotion of more than one person is the same, seniority shall be determined by the officer's placement in a promotional list.

ARTICLE XI **TRANSFERS**

- 11.1** In the event of vacancies or newly created positions in the classification of sergeant or lieutenant which are planned to be filled by transfer of personnel, the Association shall be advised in writing of the vacancies at least seventeen (17) calendar days prior to filling such vacancies.
- A.** The employees shall have seventeen (17) calendar days from the written notice to the Association to indicate their interest in the vacancies.
- 11.2** In making transfer assignments, consideration will be given to the fitness for the assigned duties and responsibilities and seniority.
- 11.3** If operational needs of the police department as determined by the Police Chief so requires, temporary transfers may be made.
- 11.4** In making lateral transfer assignments inconsistent with the operational need of the department and for rotation purposes, consideration will be given to fitness for the assigned duties and responsibilities and seniority. Employees shall have the right to discuss with the Police Chief the basis for such assignments. The decision of the Police Chief in the matter of lateral transfer of assignments shall be final and not subject to the grievance procedure.

ARTICLE XII **HOLIDAYS**

- 12.1** The following designated holidays shall be paid at the rate of pay at the time the holiday occurred and paid on November 1 of each year in a separate check combined with longevity payment:

*New Year's Day	Labor Day
Washington's Birthday	Armistice Day (Veterans Day)
Good Friday	Thanksgiving Day
Easter	Day after Thanksgiving
Memorial Day	*Christmas Eve
Independence Day	*Christmas Day
	*New Year's Eve

12.2 Special Holiday Pay.

- A.** *All employees, including those on overtime, working on Christmas Eve, Christmas Day, New Year's Eve or New Year's day shall receive double the hourly rate for all hours worked on such holiday.
- B.** It is understood that New Year's day is January 1, Christmas Eve is December 24, Christmas Day is December 25 and New Year's Eve is December 31.
- C.** It is further understood that each of the above four holidays begin at 0001 hour and end at 2400 hours on the calendar day of such holiday.

ARTICLE XIII
OVERTIME

- 13.1 Overtime.** Sergeants and Lieutenants while on their regular shift, who are required to work more than eight (8) hours shall be paid overtime as stated below. Further: If more than one hundred sixty (160) hours are worked by an officer in one four (4) week shift, all hours in excess thereof shall be paid at the rate of time and one half (1-1/2).
- 13.2** All members of the bargaining unit will be required to report to duty fifteen (15) minutes prior to the shift to prepare for the work day. Each member will receive fifteen (15) minutes of overtime pay at time and one-half (1 1/2) on the regular paycheck.
- 13.3 Time and One-Half.** All overtime worked shall be paid at time and one half of each overtime hour. Where a fraction of an hour is worked overtime, the following schedule shall apply:
 - A.**

Less than 15 minutes:	no pay
Less than 30 minutes:	30 minutes
Less than 45 minutes:	45 minutes
More than 45 minutes:	60 minutes
 - B.** This pro-ration shall also be applicable for periods where over one (1) hour is worked.
- 13.4 Converting Accumulated Time.** Election may be made by an officer to accumulate thirty (30) hours at time and one-half (total of 45) in lieu of overtime pay.

Any illness or injury causing an employee to be hospitalized, and also causing that employee to use twenty (20) or more continuous sick days may be made up by conversion of accumulated time. The maximum sick days to be made up is limited to not exceed:

1. The amount of sick days used.
2. The amount of sick days accumulated before being sick or injured.

- 13.5** Call-In. An officer called in for duty for other than his/her regular eight (8) hour shift, shall receive a minimum of four (4) hours pay. For each hour actually worked the officer shall be paid time and one half and straight time for the remaining hours.
- 13.6** When required to attend any court while not on duty, an officer shall receive a minimum of three (3) hours pay at time and a half (1 1/2). This shall also apply to hearings at the Liquor Control Commission and License Appeal Board.
- 13.7** Stand By. When an officer is notified to stand-by for emergency duty, he/she shall receive two (2) hours pay for each 24 hour period.
- 13.8** Training School. When an officer is required, while on duty, to attend a Police Training School he/she shall be paid straight time for those hours in attendance. When an officer is required to attend a Police Training School, if not on duty, he/she shall be paid time and one half (1 1/2) for those hours in attendance. While attending schools outside of the City, if an officer is required to travel during his off-duty hours, he/she shall receive up to a maximum of three (3) hours travel pay.
- 13.9** The officer in charge of a shift shall have the authority to call in additional manpower.
- 13.10** Any accumulated compensatory time shall be paid upon the death, retirement or separation from service of an officer.
- 13.11** Effective May 1, 2007, Pay Double Time for actual hours worked 4th of July Fireworks and Memorial Day Parade.

Cancellation of event: Officers who report for scheduled event shall be guaranteed four (4) hours pay at the following rates: Double time for actual hours worked with straight-time for the remainder of four (4) hours.

During duration of contract, the Union has the right to negotiate double-time pay if additional pre-planned mandatory events are scheduled.

ARTICLE XIV **VACATIONS**

- 14.1** Each officer shall earn two (2) ten (10) days (working days) vacation annually. Vacations shall be earned on a calendar year basis and shall be pro-rated for less than a full year's service. To earn a month's service, an officer must have ten (10) working days credited on his payroll record.
- 14.2** The manner of vacation selections shall be by department policy and mutually agreed upon by the Chief of Police and the St. Clair Shores Command Officer's Association. This police department policy shall be covered by the grievance and arbitration procedures.
- 14.3** The following vacation schedule shall apply:
- After completion of ten (10) years of service: Four (4) additional days per year.
- After completion of fifteen (15) years of service: Six (6) additional days per year.
- After completion of twenty (20) years of service: Eight (8) additional days per year.
- After completion of twenty (25) years of service: Ten (10) additional days per year.
- (These additional vacation days shall not restrict regular vacations selected by other officers.)
- 14.4** Maximum of twenty-five (25) vacation days may be carried over to the following calendar year. Exception may be granted by the Chief of Police.
- 14.5** Upon separation from service, an officer shall be paid for his/her earned vacation. In the event of death the officer's dependents, if designated, or his/her estate, shall be paid the vacation pay.
- 14.6** Whenever possible the choices of regular vacation leave shall be determined separately within each bureau or platoon.

ARTICLE XV
LEAVES OF ABSENCE

- 15.1** Education leaves of absence may be granted for a period of up to two (2) years in order for an officer to attend school full time; provided that the attendance at school and taking such courses are of mutual benefit to the officer and the police department.
- A.** No more than one (1) command officer will be allowed to be on an educational leave at one time unless permission is otherwise granted by the Chief of Police.
 - B.** Upon completion of said leave of absence, the officer or officers shall be returned to permanent duty without loss of rank or seniority nor shall he be obligated to any other requirements before being returned to duty. Seniority will not accumulate.
- 15.2** Other leave of absence for:
- A.** Illness leave, physical or mental, may be granted for a period of one (1) year.
 - B.** Prolonged illness in the immediate family of spouse, children, step-children, or wards for a period of one-half (1/2) year.
- 15.3** Such leave of absence may be extended for a like cause upon approval of the Chief of Police. The officer will be required to furnish a letter from his/her doctor recommending such leave under Section 15.2, A., and the City may require another medical opinion at a clinic of their choice. At the conclusion of such leave of absence the officer shall be returned to permanent duty upon notification from the officer's doctor stating that he/she is physically and mentally able to perform his/her regular duties. The City may require another medical opinion at a clinic of their choice. Upon agreement of both the officer's doctor and clinic, the officer shall be returned to duty without loss of rank or seniority, however, seniority will not accumulate during absence. Benefits may continue with employee contributing City's share of premium.

ARTICLE XVI
SICK LEAVE

- 16.1** All officers shall be entitled to sick leave with pay based on one (1) day per month at the officer's straight time rate of pay. Sick leave credits shall be accumulated without limit and drawn upon from the total unused days accumulated in the event of sickness of the employee. However, employees retiring or terminating employment will not be paid for sick leave credits accumulated in excess of two hundred (200) days. All accumulated sick leave credits up to the two hundred (200) days, shall be paid to the officer (employee) upon retirement or to his/her dependents, if designated, or if not, to his/her estate in case of death. Fifty (50%) percent of all accumulated sick leave credits will be paid to the employee upon separation from service at the present rate of pay. Maximum of sick leave credits up to half of two hundred (200) days for a maximum of one hundred (100) days.
- 16.2** All members of the bargaining unit shall be paid for all sick leave days accumulated in excess of the 200 (1600 hours) day limitation referred to in Section 16.1 above. Payment for said sick days shall be at the rate of one hundred (100%) percent of the bargaining unit member's current rate of pay. The practice of utilizing sick leave days accumulated in excess of 200 days as time off immediately prior to retirement shall be discontinued. The payment for annual excess sick leave will be made in one of March's regular bi-weekly paychecks.
- 16.3** Pro-Rata. An officer who reports for work and leaves because of sickness during his/her tour of duty shall be charged pro-rata sick time for the portion of his/her duty which he/she was unable to complete.
- 16.4** Serious Illness of spouse, child, shall warrant use of sick leave by the officer, after arrangements have been made with his/her immediate supervisor.
- 16.5** Borrowing Sick Time. An officer shall be permitted to borrow sick time from other officers in the department. Prior to his/her borrowing of sick time, he/she shall secure the approval of the employer, who shall not withhold approval arbitrarily or unreasonably.
- 16.6** Loaning Sick Time. No officer shall be permitted to loan sick days unless he/she shall have accumulated twenty-five (25) earned sick days and further, no officer shall be permitted to pay back borrowed sick time until the employee shall have accumulated twenty-five (25) sick days upon his/her return.

- 16.7** Authorization. The officer shall sign a written authorization repaying the borrowed sick time, which the employer shall honor upon receipt thereof, subject to the foregoing conditions.
- 16.8** Members of the bargaining unit may not convert vacation, longevity, overtime or accumulated compensatory time into sick leave days unless an illness or injury causes an employee to be hospitalized and also requires the use of twenty (20) continuous sick leave days, in which case the bargaining unit member may utilize the conversion of vacation, longevity, overtime or accumulated compensatory time to rebuild his sick leave bank to that level which existed prior to said illness or injury.

ARTICLE XVII **FUNERAL LEAVE**

- 17.1** Immediate Family. In the event of a death in the immediate family of the officer, he/she shall be entitled, when so required, to the day of the death plus the next four (4) calendar days off with regular pay to arrange for or to attend the funeral and burial. Immediate family shall be deemed to be: husband, wife, child, mother, father, sister, brother, grandparent, grandchild, mother-in-law, father-in-law, stepmother, stepfather, stepchild, grandfather-in-law and grandmother-in-law.
- 17.2** Other Relative. Officers shall be entitled to one (1) day with pay to attend the funeral, when so required, in event of the death of: aunt, uncle, niece, nephew, brother-in-law, sister-in-law, aunt-in-law, uncle-in-law.
- 17.3** Relative in Household. Where the aforementioned relative lives in the same household, the officer shall be entitled to the one (1) funeral day plus three (3) sick leave days, if so required, after arrangements have been made with his immediate supervisor. The foregoing funeral days shall not be deductible from sick time or vacation time.

ARTICLE XVIII **MISCELLANEOUS**

- 18.1** Personal Leave Days. Three (3) personal leave days per year may be taken and not deducted for sick time. In addition, members of the bargaining unit may use one sick leave day per year for the purposes of personal business. This day shall be deducted from the employee's sick leave bank.

- 18.2** Trading of Days. The exchange of days shall be permitted within a platoon. The abuse of this policy may result in discontinuance of this policy at the discretion of the Chief of Police.
- 18.3** Lunch. All officers shall be entitled to one-half (1/2) hour lunch period during the eight (8) hour tour of duty.
- 18.4** Deferred Compensation. The City agrees to provide a Deferred Compensation program for employees of the bargaining unit.
- 18.5** Residency. Employees represented by the St. Clair Shores Command Officers Association may reside twenty-five (25) miles outside of the City limits.

ARTICLE XIX **WAGES**

- 19.1** The hourly rate of compensation for all purposes shall be calculated based upon the presumption that officers work 2080 hours annually. Annual rate of pay shall be as follows:

Effective the first pay period ending in July, 2005, Sergeants pay will be 115% of a 10-year Patrol Officers' rate. Lieutenants' pay will be 110% of the pay rate of a Sergeant.

Effective the first pay period ending in July, 2006, Sergeants and Lieutenants shall receive a flat three (3%) percent increase over their 2005-2006 wage rates.

Effective the first pay period ending in July, 2007, Sergeants' pay will be increased by a new rank differential rate established in the preceding year, which is equal to the difference in 2006-2007 wages for Sergeants and the 2006-2007 wages for 10-year Patrol Officers. Lieutenant's pay will be 110% of the pay rate of a Sergeant. At no time, however, shall the Sergeant's rank differential be less than 115% of the 10-year Patrol Officer's rate.

Effective the first pay period ending in July, 2008, Sergeants pay will be increased by the differential rate established in the preceding year, which is equal to the difference in 2006-2007 wages for Sergeants and the 2006-2007 wages for 10-year Patrol Officers. Lieutenant's pay will be 110% of the pay rate of a Sergeant. At no time, however, shall the Sergeant's rank differential be less than 115% of the 10-year Patrol Officer's rate.

- 19.2** Employees promoted to the position of Sergeant after ratification of this Agreement shall receive an entry level wage rate equal to ninety-five (95%) percent of the maximum rate. Maximum rate shall be achieved at the conclusion of one (1) year in grade.

ARTICLE XX WORKING OUT OF CLASS

- 20.1** In the absence of a Lieutenant for leaves of at least five (5) working days, the senior Sergeant will be upgraded to Lieutenant's wages and will be responsible for the duties of a Lieutenant.
- 20.2** In order to be eligible to fill the position of working out of class, the officer must have at least 90 days experience in his/her current rank before being able to assume the duties of the higher rank.

ARTICLE XXI INSURANCE

- 21.1** Life and Accident. Each employee will receive life and AD&D in the amount of \$50,000.
- 21.2** Medical and Hospitalization. Effective July 1, 2007, the City shall assume the cost of Blue Cross/Blue Shield Community Blue Option 1 with a \$5/\$20 Prescription Drug Co-Pay, MOPD2X and RXP Riders for each employee (probationary employees included) and their family. For the first ninety (90) days after July 1, 2007, the generic co-pay shall be \$0.

Retirees after July 1, 2007 shall be provided with the same coverage except that, when Medicare eligible, Medicare shall become primary and supplemental coverage provided through Blue Cross Blue Shield.

- A.** Where a retiree or spouse of a retiree is able to provide equal or greater medical-hospitalization coverage through an employer, then said retiree shall not be eligible for benefits under this provision. To be eligible for benefits under this provision, a retiree or spouse who is employed shall be required to submit by April 30 preceding the fiscal year any and all W-2 forms from all sources of employment for his/her spouse. This will include all members of the Department now retired.

- B.** The surviving spouse of deceased retirees shall receive complete coverage under this section as long as he/she receives City Pension benefits under a plan of the Pension and Retirement Act. This coverage, which provides for a semi-private room, shall include for a period of two (2) months all seniority and probationary employees who have exhausted their vacation and sick days.
- C.** Retirees and surviving spouse of retirees are required under this section to apply for Medicare Part A and B, if and when eligible, with the premiums being paid by the City from the Act 345 mileage, and with the understanding that coverage provided is comparable to or better than the existing plan.
- D.** The members of the bargaining unit may use the alternate health care provider HAP or COPS Trust. However, the employer agrees to pay the cost for HAP or COPS Trust up to the cost for Blue Cross/Blue Shield Community Blue Option 1 PPO rates. If any one coverage rate exceeds the Community Blue Option 1 rate, then the employee agrees through payroll deduction to pay the monthly premium difference. To the extent possible, prescription drug co-pay shall be identical to those set forth in Section 21.2 above. To the extent, if any, that prescription drug premium costs exceed the costs for coverage provided in Section 21.2 above, the employee shall likewise pay this monthly premium difference.
- E.** Retirees who retired prior to July 1, 2007 and their qualifying dependents shall, effective July 1, 2007 or as soon as possible, be enrolled (prior to Medicare eligibility) in the BCBS Community Blue 1 PPO program. The prescription drug rider shall be \$0 (generic/\$15 (brand name) with RXP and MOPD1X Riders. Upon reaching Medicare eligibility, Medicare shall become primary and supplemental coverage provided through BC/BS. The parties agree and re-affirm that the current law regarding negotiations of post-retirement benefits for persons already retired is a permissive subject of bargaining. The changes in post-retirement health care included in this agreement shall not be considered as precedent setting or a waiver of either party's right to refuse to bargain over a permissive subject of bargaining. As such, these changes,

once negotiated, do not obligate either party, management or union, to negotiate post-retirement health care changes in the future.

F. The City and the Union agree to collaboratively explore the utilization of an independent Pharmacy Benefit Manager (PBM). Placement of the City's prescription drug program into a PBM shall remain the final decision of the City, but the decision shall be primarily determined upon the level of financial savings acquired through potential PBMs and service provided to members.

- 21.3** Dental Insurance. Effective January 1, 2001 the City shall provide at no cost to employees, Delta Dental Insurance covering each employee and employee's allowable dependents per the carrier definition, with a benefit level of eighty (80%) percent treatment costs paid by Delta on Class I and a benefit level of fifty (50%) percent of treatment costs on Class II benefits with a \$1,500 maximum per person per year. The City shall provide a Delta Dental orthodontic rider, \$1,500 maximum, fifty (50%) percent co-pay.
- 21.4** Optical. Coverage shall be provided by BCBS as shown in Appendix A.
- 21.5** Liability Insurance. The City shall provide adequate liability insurance which will hold command officers harmless from any and all civil claims arising out of the performance of their duties as St. Clair Shores police officers.
- 21.6** The City, at its discretion, may enter into an administrative service contract with regard to any of its insurance policies currently provided members of the bargaining unit but may only change insurance carriers with the approval of the Association.
- 21.7** Reimbursement Accounts. The members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the City and as otherwise required by Federal law or regulation.
- 21.8** Cash in lieu of Benefits. Each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance of

One Thousand Dollars (\$1,000.00) annually. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or as otherwise provided in this agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the personnel director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Each employee who elects to accept the insurance allowance for the calendar year January through December will receive payment on or about November 1 of such calendar year, combined with other special pay items. Any insurance allowance paid will count towards final average compensation.

- 21.9** In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must re-enroll in a City-sponsored health care plan. The City will endeavor to re-enroll the employee and the employee's eligible dependents in a City-sponsored health care plan subject to the procedures and time frame required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the City a prorated amount of the insurance allowance that the employee received. If such employee fails to authorize a payroll deduction by the City for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the City. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance.
- 21.10** At the employee's option, subject to IRS guidelines, employees may choose to put all or a portion of their health insurance allowance into their deferred compensation plan.
- 21.11** Retirees are not eligible to participate in the health insurance allowance program.

ARTICLE XXII

WORKER'S COMPENSATION

- 22.1** Sick Leave. Provisions of Worker's Compensation Laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty. Each full time employee and each probationary employee

who is unable to work as a result of an injury or sickness arising from the performance of his duty shall be paid by the City at 80% of his regular rate of pay for the duration of Worker's Compensation benefits, without loss of sick leave. If the disability pension is being paid, the direct City payment shall cease. All Worker's Compensation checks shall be signed and turned over to the City.

- 22.2** If an officer is injured or suffers an illness in the performance of his duty and receives Worker's Compensation, he/she shall earn no vacation time during that period. However, accumulated vacation time earned prior to the injury or illness shall not be lost and may be used when the officer returns to full time employment.

ARTICLE XXIII **LONGEVITY**

- 23.1** All members of the department shall receive longevity pay according to the following schedule:

2%	for five years of service
4%	for ten years of service
6%	for fifteen years of service
8%	for twenty years of service
10%	for twenty-five years of service

For all employees promoted into the COA Union effective 01/31/02 and forward:

YEARS	% OF BASE
10	2
15	4
20	6

- 23.2** Longevity payments shall be paid for the current calendar year anniversary at the current rate of pay. Longevity payments will be made on November 1 of each year in a separate check combined with the holiday payment.

ARTICLE XXIV **DISABLED OFFICERS**

- 24.1** Officers that are disabled due to injury or illness and able to perform on a limited basis only, shall be placed in "Records Bureau" or similar job, for the duration of their disablement. These officers shall replace able-bodied officers who have the least amount of seniority. When the

officer is fit to return to unlimited duty, he/she shall be returned to the same platoon or division in which he/she was a member prior to his disability.

- 24.2** Should the amount of disabled employees equal the total number of positions available, no other officer may be placed there until an opening becomes available, or the division is expanded by the Chief of Police.

ARTICLES XXV CLOTHING AND CLEANING

- 25.1** Effective July 1, 2001 each officer shall receive a clothing and equipment improvement allowance once a year in the amount of \$700.00. No receipts required for proof of purchase. The allowance will be paid in a separate paycheck combined with the July shift differential and cleaning allowance by July 30th. Officers assigned to duties that require plain clothes shall receive an \$1,100.00 annual clothing allowance. Plain clothes Officers are required to maintain uniforms.
- 25.2** When an officer is promoted to the rank of sergeant, the department shall furnish ten pairs of Chevrons.
- 25.3** When an officer is promoted to a higher rank requiring a different type of police uniform, he/she shall receive a complete uniform, furnished by the department at the time of promotion.
- 25.4** The winter uniform shall include the following:
- One winter hat
 - One winter nylon jacket
 - Two pairs of winter pants
 - Four long sleeve shirts
- 25.5** The summer uniforms shall include the following:
- One summer hat
 - One nylon jacket
 - Two pairs of summer pants
 - Four short sleeve shirts
- 25.6** Insignia of rank shall also be furnished for those parts of the uniform requiring same. A garrison belt shall be furnished when needed.

- 25.7** The City will repair or replace any property broken or damaged in the line of duty not through the negligence of the officer up to three hundred (\$300.00) dollars.
- 25.8** Effective July 1, 2001 each officer shall receive a cleaning allowance in the amount of \$600.00. The allowance will be paid by July 30th in a separate paycheck combined with the July shift differential and clothing allowance.

ARTICLE XXVI
SHIFT DIFFERENTIAL PAY

- 26.1** An officer who shift starts at or after 11:00 a.m. shall be entitled to shift differential pay in the amount of three and one-half percent (3 1/2%) of his regular pay. An officer whose shift starts at or after 11:00 p.m. shall be entitled to shift differential pay in the amount of six and one-half percent (6 1/2%) of his regular pay.
- 26.2** The semi-annual January shift differential will be paid in one of January's regular bi-weekly paychecks.

The July semi-annual shift differential will be paid in a separate paycheck combined with the clothing and cleaning allowance by July 30th.

ARTICLE XXVII
SHIFT SELECTION

- 27.1** Contrary to everyone else in the bargaining unit, Lieutenants assigned and working in patrol shall select their shift by a system of rotating seniority.
- A.** Beginning with the Lieutenant having the highest seniority receiving his/her first shift selection. The Lieutenant having the second highest seniority receiving the second choice, and so forth.
 - B.** At the next shift selection, the most senior Lieutenant shall go to the bottom of the list, and the second highest seniority shall have first choice, the third highest shall have the second choice, and so forth.

- C. The system of rotating seniority shall continue until each Lieutenant shall have first choice, then the system shall repeat.
- D. Anytime another Lieutenant is transferred to Patrol, he/she shall take the position that was vacated and resume the shift selection of that Lieutenant which he replaced.
- E. No shift selection may be made in between regular shift selection.

ARTICLE XXVIII
PAY FOR HIGHER EDUCATION

28.1 The City agrees to pay each member of the police department annual supplemental pay on the following basis:

<u>Semester Credits</u>	<u>Quarterly Credits</u>	<u>Payment</u>
30	45	\$150.00
60	90	\$300.00
90	135	\$450.00
Degree	Degree	\$600.00

- 28.2** Education Pay. The annual payment for educational objectives under this plan shall be made annually on or before October 1 combined with a regularly scheduled pay, based on credits earned as of September first.
- 28.3** Prior to commencing any courses and/or curriculum, the employee must have prior approval of the Chief of the Police. Revisions must also have prior approval. The employee does not necessarily have to work towards a degree. Approval for any of the above shall not be unreasonably denied.
- 28.4** An educational committee consisting of one member from the Association and two members appointed by the City shall be established within sixty (60) days of signing the contract. Any question of eligibility of courses or credits shall be referred to this committee.
- 28.5** The City will assume the cost of books, supplies and tuition for any employee who may wish to further their education in the field pertaining to the police department. An employee must receive a passing/satisfactory grade to receive payment.

- 28.6** Reimbursement for books, supplies and tuition will not be made if covered by Public Service Agencies such as V.A., L.E.A.A., etc.
- 28.7** All schooling provided by the department shall be selected on a rotation basis by division, starting with the member having the highest seniority.

ARTICLE XXIX
BULLETIN BOARD

- 29.1** The City shall provide a bulletin board of adequate size for the Command Officers Association to post Association business. This board shall be located in the police station in an area desirable to the Association.

ARTICLE XXX
VEHICLES

- 30.1** The City shall provide air conditioning, tinted window and electric windows on all newly acquired cars for the following divisions: Patrol, Traffic, Investigation Bureau, Narcotics Bureau and/or all divisions where Sergeants and Lieutenants are assigned.

ARTICLE XXXI
PENSIONS

- 31.1** The pension for this bargaining unit as known as Act 345 and is included in the City Charter with the following improvements:
- A.** Final Average Compensation shall be determined by using the highest three (3) years out of the last ten (10) years. The FAC shall include all remuneration received through payroll checks issued to employees before the retirement date excluding ICMA and military lump sum payments to members. Effective for retirements after ratification of this Agreement, total overtime compensation included in FAC calculations shall be capped at one-thousand five hundred (1,500) hours.

- B.** The multiplier shall be changed to 2.8% for the first 25 years of service and 1% for each of the years from years 26 through 35 years to a maximum of 80% times the final average compensation. This provision will be effective for all individuals who retired on or after July 1, 1997. Effective for retirements after ratification of this Agreement, the maximum pension shall be reduced to seventy-five (75%) percent of final average compensation.
- C.** Annuity Withdrawal. Effective December 1, 1997, members may, thirty days prior to separation from service and upon meeting eligibility for service retirement, elect to withdraw in a lump sum all amounts standing in the credit of the member in the annuity savings plan (defined contribution plan) which consists of the employee's annuity plan contributions and regular interest (or defined in the plan provisions) credited thereon without any reduction in the retiring employees monthly pension.
- D.** Employees may retire after twenty-five (25) years of service regardless of age.
- E.** Effective with the first pay period after the ratification of the July 1, 1997 agreement by both parties, the employees' pension contribution shall be increased to a total of 5 %.
- F.** Survivorship. Should a vested member of the St. Clair Shores Police-Fire pension system die before electing his/her retirement option, there will be an automatic assumption that had the member lived, he/she would have chosen the survivorship option in order that the member's surviving spouse shall receive the appropriate pension benefits. In the case of no surviving spouse, this section shall not apply. Vesting for purposes of this section, shall mean any employee who has earned ten (10) or more years of retirement service credits.
- G.** Service Credit. When computing a member's service credit, a member who is employed subsequent to military service shall be given service credit for not more than three (3) years of active military service to the United States Government upon payment to the retirement system of four (4%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the member elects to

purchase, up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State, or locally publicly supported retirement system, but this restriction shall not apply to those persons who have or will have acquired retirement eligibility under the Federal Government for service in the Reserves. For purposes of example only, a member of two (2) years of military service for the American Armed Forces may purchase up to two (2) years of credit. Assuming the member purchases the two (2) years military credit, then the member will only have to work twenty-three (23) years to satisfy the twenty-five (25) year service requirement for normal or voluntary retirement. Members may be permitted to use monies paid to them pursuant to the sick leave buy down schedule to purchase service credit.

Effective 7-1-1997, employees may purchase up to three (3) years in monthly increments of prior City of St. Clair Shores service or layoff time with the City of St. Clair Shores Police Department by paying to the retirement system five (5%) percent of their full time compensation for the fiscal year in which payment is made, multiplied by the years that the member elects to purchase, up to the maximum. Members may be permitted to use monies paid to them pursuant to the sick leave buy down schedule to purchase service credit.

- H.** The parties agree that the amount of sick leave and accumulated vacation time paid out at retirement pursuant to Article XVI Section 16.2 and Article XIV Section 14.5, shall be considered a retirement benefit and administered as a benefit upon retirement similar to the procedures provided by Act 201 of 1968 of the State of Michigan statutes. It is expressly further agreed that the benefit will continue to be administered by the employer and will be considered an adjunct retirement benefit for state and local law including funding (and mileage) purposes but will not be a formal part of the Retirement System trust fund provisions and the Retirement System will be merely a funding pass through relative to this adjunct retirement type benefit. The obligation will continue to be that of, and administered by, the employer, similar to the hospitalization (medical benefits) provided to the retirees by the employer. The administration of, and obligations

regarding, this benefit are that of the employer (and not the retirement system) and will continue to be governed by collective bargaining and applicable state laws including the Public employees Relations Act. This provision is expressly limited by and will be null and void as to the involvement of the Retirement System (but not to the employer) in the event of any determination by any competent forum with appropriate jurisdiction (such as a court or other regulatory body) that this provision, notwithstanding the intent of the parties as described above, results in adversely affecting the qualified status of the Retirement System plans.

I. For all individuals who retire from this bargaining unit on a disability pension and subsequently die prior to the eligible age for a regular retirement, it will be assumed that the retiree would have selected Option I. The eligible surviving spouse will be immediately eligible for the Option I benefits.

J. Effective for all individuals retiring after ratification of this Agreement a post retirement increase of 2.5% will be provided for a retiree at age sixty (60) or three (3) years after retirement, whichever is earlier, based on the amount of retirement allowance being paid at that time. A second increase of 2.5% compounded effective two (2) years after the first increase will be provided. A third increase of 2.5% compounded effective two (2) years after the second increase will be provided. A fourth increase of 2.5% compounded effective three (3) years after the third increase will be provided. A fifth increase of 2.5% compounded effective two (2) years after the fourth increase will be provided. A sixth increase of 2.5% compounded effective three (3) years after the fifth increase will be provided. Also, the City agrees to restore (pop-up) the retirement allowance to the regular option to a retiree if the spouse precedes the retiree in death.

31.2 Any member or former member of this bargaining unit which is appointed to a supervisory position within the department will maintain and/or receive any collective bargaining pension benefits afforded members of this unit.

ARTICLE XXXII
MAINTENANCE OF CONDITIONS

- 32.1** Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement. The City will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise. No employee shall suffer a reduction in such benefits as a consequence of this Agreement.

ARTICLE XXXIII
ADOPTION BY REFERENCE

- 33.1** The parties further agree that all provisions of the City Charter, Ordinances and Resolutions of the City Council, as amended from time to time, relating to the working conditions and compensation of Police Officer are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

ARTICLE XXXIV
MANAGEMENT RIGHTS

- 34.1** The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan and of the United States. Further, all rights, which ordinarily vest in and are exercised by employers, except such as are modified, limited or relinquished herein, are reserved to and remain vested in the City.

ARTICLE XXXV
TERMS OF CONTRACT

- 35.1** Duration. This Agreement shall be effective July 1, 2005 and shall remain in force and effect to and including June 30, 2009.
- 35.2** Notification. In the event either party wishes to terminate this Agreement they shall give written notice at least thirty (30) days prior to the termination date.
- 35.3** Extension. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provision of this Agreement shall remain in full force and effect pending agreement upon a new contract.
- 35.4** IN WITNESS WHEREOF, the parties have execute this Agreement by their duly authorized representatives the day and year first above written.

ST. CLAIR SHORES COMMAND
OFFICERS ASSOCIATION

Steven Lambert
Deoxy J. Dabit
David J. Chanis
Glennis A. Bahr
Ronald E. Palungant 1/3/08

CITY OF ST. CLAIR SHORES

J.R. PO
Maryle Kotowski
S. Barnett
Michael [Signature]