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6/30/2000

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AGREEMENT  
BETWEEN  
CITY OF ST. CLAIR SHORES  
AND  
ST. CLAIR SHORES  
COMMAND OFFICERS ASSOCIATION  
OF THE MICHIGAN ASSOCIATION OF POLICE  
EFFECTIVE JULY 1, 1997 - JUNE 30, 2000

*St. Clair Shores, City of*

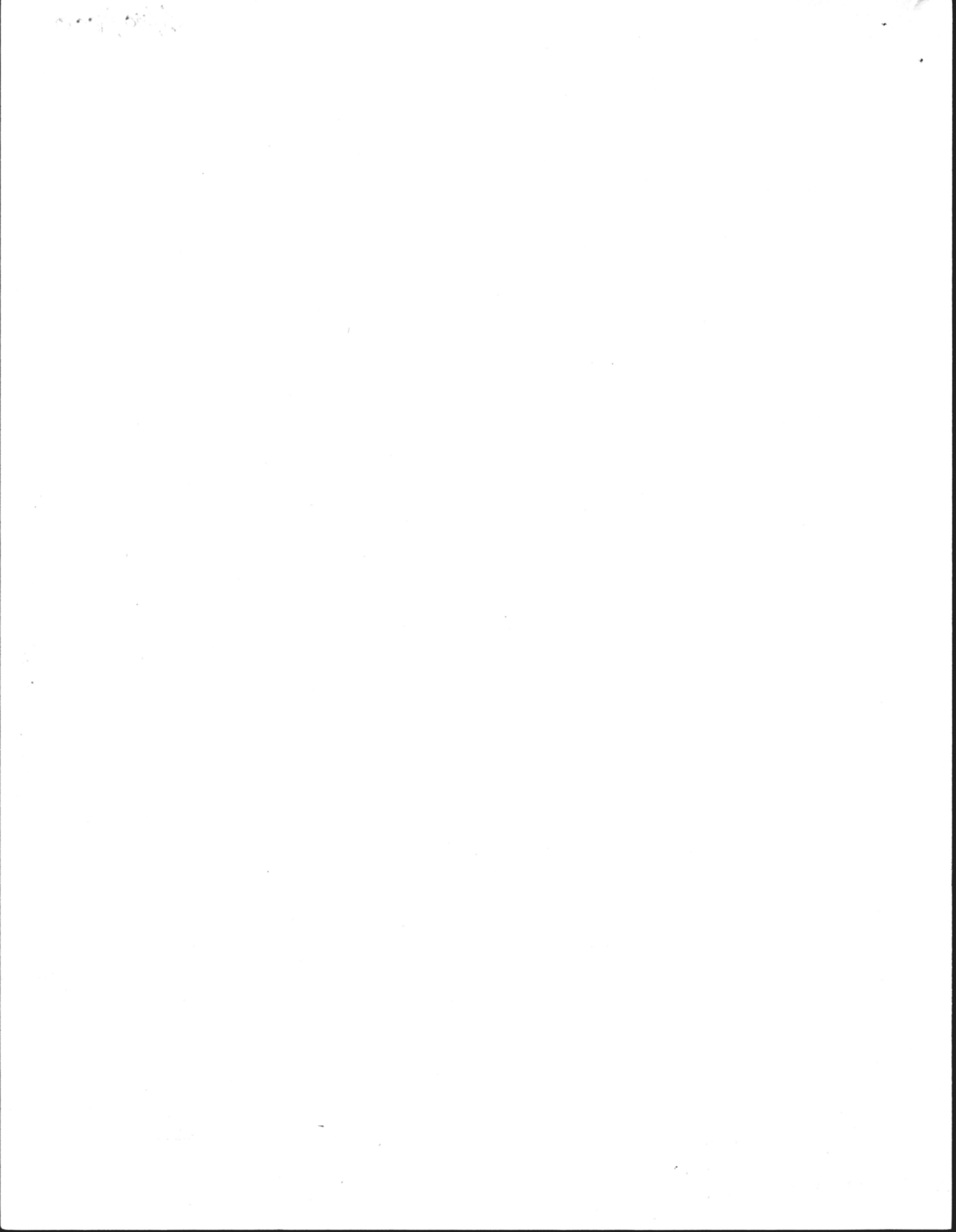


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Effective July 1, 1997 - June 30, 2000

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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 deems necessary, including his 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 has a grievance, he 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.

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, who shall reply in writing within five (5) days. A meeting between the City Manager and the President of the Association, or his 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 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 personnel work file.
- 8.2 When an officer is charged with an alleged misconduct, he shall not be required to answer the alleged charge verbally or in writing, except of his 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 which results in discipline less than suspension has been taken and not reversed through the grievance procedure, all records relative to such discipline shall become part of the officer's personnel (work) file for a period of one (1) year, unless prior to the end of said period the officer is disciplined for a similar offense, in which case the record of the first offense shall remain in the personnel file until the passage of an additional year from the date of the second offense, after which, provided no further discipline has again been meted out for a similar offense, it shall be removed at the request of the officer.

- 8.5 Where serious disciplinary action results in discipline of suspension or greater 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, unless there is a second serious offense for any reason within the subsequent two-year period. If a second serious disciplinary action does occur within the two-year period, the first serious offense shall remain in said file for two additional years from the date of the second serious offense and shall then be removed at the officer's request provided no further serious offense has occurred. Said request will be made to the Chief of Police.
- A. If the Chief of Police denies the officer's request the officer shall have the right to file a grievance.
- 8.6 An officer may review his personnel work file at any time on request to the Chief of Police.
- 8.7 The claim of any permanent employee that he 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 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. For Lieutenants, a peer review will take the place of an oral exam. The written test will account for 60% and the peer review for 40%. If the score is considered passing, then seniority points will be added. For positions above Lieutenants, the Assessment Center will be utilized. The Assessment Center will account for 50%, and the Panel Board will account for the other 50%. The Panel Board will consist of the City Manager, Personnel Director, Police Chief and the Fire Chief. Results/scores shall not be compiled and released until completion of Step F.
- 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 by 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 twenty-eight (28) calendar days prior to filling such vacancies.
- A. The employees shall have twenty-eight (28) 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 not to exceed forty-five (45) days without notification as provided above and without meeting the requirements of Sections 2 and 3 above. If temporary assignments exceed the forty-five (45) days, the notice provisions and all other provisions of Section 11.1 - 11.3, shall apply.
- 11.4 In making lateral transfer assignments inconsistent with the operational need of the department and for rotation purposed, 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 Paid holidays shall be as follows and paid on November 1 of each year in a separate check combined with the longevity payment:

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

- 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 001 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 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 40th District Court. When required to attend the Fortieth Judicial District Court, while not on duty, an officer shall receive a minimum of two (2) hours' pay at time and one half.
- 13.7 Court Time. when required to attend any other court while not on duty, an officer shall receive a minimum of four (4) hours' pay at time and a half. This shall also apply to hearings at the Liquor Control Commission and License Appeal Board.



- 13.8 Stand By. When an officer is notified to stand-by for emergency duty, he shall receive two hours pay for each 24-hour period.
- 13.9 Training School. When an officer is required to attend a Police Training School in the city he shall be paid straight time 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 shall receive up to a maximum of three (3) hours travel pay.
- 13.10 The officer in charge of a shift shall have the authority to call in additional manpower.
- 13.11 Any accumulated compensatory time shall be paid upon the death, retirement or separation from service of an officer.

#### 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 Upon the written request of the officer, vacation time pay may be accumulated up to a maximum of twenty-five (25) vacation days, with the prior approval of the Chief of Police.
- 14.5 Upon separation from service, an officer shall be paid for his earned vacation. In the event of death the officer's dependents, if designated, or his 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 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 is physically and mentally able to perform his 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 dependents, if designated, or if not, to his 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 Effective July 1, 1997, and annually thereafter, 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 tour of duty shall be charged pro-rata sick time for the portion of his duty that he 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 immediate supervisor.
- 16.5 Notice of Accumulated Time. At the close of each calendar year, the City shall post a list on the Command Officer's Association bulletin board indicating the number of sick days accumulated during the past year, and the total number days accumulated since the date of each officer's employment.
- 16.6 Borrowing Sick Time. An officer shall be permitted to borrow sick time from other officers in the department. Prior to his borrowing of sick time, he shall secure the approval of the employer, who shall not withhold approval arbitrarily or unreasonably.
- 16.7 Loaning Sick Time. No officer shall be permitted to loan sick days unless he 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 return.
- 16.8 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.
- 16.9 Beginning March 1, 1988, member of the bargaining unit may not convert vacation, longevity, overtime or accumulated compensatory time into sick leave days unless and illness or injury causes an employee to be hospitalized and also requires the use of twenty 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 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 entitles to one (1) day off with pay, 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.
- 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 outside of the City limits provide their residence is within a radius of twenty-five (25) miles from the St. Clair Shores Police Department headquarters.

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, 1997, Sergeants pay will be 113% of a 10-year Patrol Officer's rate. Lieutenants' pay will be 110% of the pay rate of a Sergeant.

Sergeant	\$52,848.97/year	\$25.41/hour
Lieutenant	\$58,133.87/year	\$27.95/hour

Effective the first pay period ending in July, 1998, Sergeants pay will be 113.5% of a 10-year Patrol Officer's rate. Lieutenants' pay will be 110% of the pay rate of a Sergeant.

Effective the first pay period ending in July, 1999, Sergeants pay will be 114% of a 10-year Patrol Officer's rate. Lieutenants' pay will be 110% of the pay rate of a Sergeant.

ARTICLE XX  
WORKING OUT OF CLASS

- 20.1 Out of Classification Pay. When an officer is required to assume the duties of a higher-ranking position, he shall receive a rate of pay equal to 5% greater than the officer's regular rate of pay.
- 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. The City shall assume the cost of Blue Cross/Blue Shield with Master Medical Rider and Drug Rider (\$5.00 Deductible) for each employee (probationary employees included) and their family and retirees who retire after the effective date of this contract. Retirements before the effective date of this contract will remain with a drug rider of \$3.00.
- 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. Widows of deceased retirees shall receive complete coverage under this section as long as 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 widows of retirees are required under this section to apply for Medicare, if and when eligible, with the City paying premiums, and with the understanding that coverage provided is comparable to or better than the existing plan.
- D. The Blue Cross/Blue Shield Preferred Provider Organization (PPO) program will be implemented. The riders covered include comprehensive hospital, D45NM, OPC, CC, MVFII,ML, DC, COB-3, MMC-PD, SATII, SOT-PE, GLE-1, CNM, PRESCRIPTION DRUGS (\$3.00 DEDUCTIBLE), PD-MAC, MASTER MEDICAL, TRUST 15, PLUS 15, MMC-POV, HMN, BMT, RAPS, RAPS 2, XTMJ, MMCXTMJ, PTB, MMC-PTB. In addition to this, employees may participate in mail order prescriptions with a \$5.00 deductible. Retirees shall receive the same benefit (with full family coverage) however, without the PPO and MMCPOV rider.

E. Those members who presently have Select Care as health insurance will be permitted to continue through October 1994. At that time all members shall have only the BCBS as health care. No new memberships to Select Care will be permitted.

- 21.3 Dental Insurance. 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 \$1,000 maximum per person per year. The City shall provide a Delta Dental orthodontic rider, \$1,000 maximum, fifty (50%) percent co-pay.
- 21.4 Optical. Coverage shall be provided by BCBS by riders, (VCA-80) and (FLVS-A). VCA-80, provides for vision testing examinations every 24 months with \$5.00 co-payment (at participating providers). Regular or contact lenses and frames every 24 months with \$7.50 co-payment (at participating providers). FLVS-A, this rider amends the 24 month rule on lenses, frames, and testing examinations to every 12 months.
- 21.5 Liability Insurance. The City shall provide adequate liability insurance that 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.

## 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 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
- 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 shall be returned to the same platoon or division in which he was a member prior to his disability.
- 24.2 Should the amount of disabled men 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, 1997, each officer shall receive a clothing and equipment improvement allowance once a year in the amount of \$600.00. 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 a \$1000.00 annual clothing allowance.
- 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 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 items broken or damaged in the line of duty (watches up to \$50.00 in value), glasses, etc., not through the negligence of the officer.
- 25.8 Effective July 1, 1997, each officer shall receive a cleaning allowance in the amount of \$500.00. 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 ½%) 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 ½%) of his regular pay.
- 26.2 The semi-annual January shift differential will be paid in one of January's regular bi-weekly paychecks.
- 26.3 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 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 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:

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

- 28.2 Education Pay. The annual payment for acquiring educational objectives under this plan shall be made annually on the first regular payroll in October based on credits earned as of September 1st.
- 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 member 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.
  - B. The multiplier shall be 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.
  - 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 to 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 employee's monthly pension.
  - D. Employees may retire after twenty-five (25) years of service regardless of age.
  - E. Effective 1/1/95 the employee pension contribution will be 2%. Effective with the first pay period after the ratification of this agreement by both parties, the employee's 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 or her retirement option, there will be an automatic assumption that had the member lived, he or 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 7-1-97, 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 XVI 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 millage) 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 July 1, 1996 a post retirement increase of 5% will be provided for a retiree at age sixty (60) or five years after retirement, based on the amount of retirement allowance being paid at that time. A second increase of 5% compounded effective five (5) years after the first 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.

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 patrolmen and policewomen 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

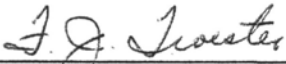
- 34.1 The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan and of the United States. 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.

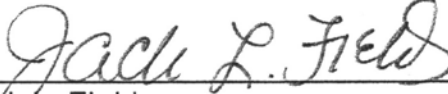
ARTICLE XXXV  
TERMS OF CONTRACT


- 35.1 Duration. This Agreement shall be effective July 1, 1997 and shall remain in force and effect to and including June 30, 2000.
- 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.

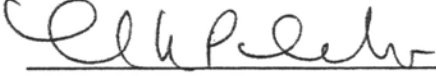
ST. CLAIR SHORES COMMAND  
OFFICERS ASSOCIATION


CITY OF ST. CLAIR SHORES


  
\_\_\_\_\_  
Frank Troester  
President

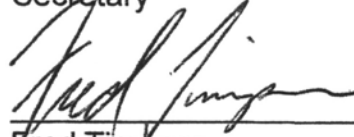
  
\_\_\_\_\_  
Jack L. Fields  
City Clerk

  
\_\_\_\_\_  
Roger Johnson  
Vice President

  
\_\_\_\_\_  
Linda K. Paladino  
Assistant City Manager/Personnel Director

  
\_\_\_\_\_  
Charles Burnett  
Treasurer

  
\_\_\_\_\_  
Charles Goossens  
Secretary

  
\_\_\_\_\_  
Fred Timmer  
Director

4/02/98  
\_\_\_\_\_  
Date signed

LETTER OF UNDERSTANDING  
BETWEEN THE  
CITY OF ST. CLAIR SHORES  
AND THE  
COMMAND OFFICERS ASSOCIATION  
OF  
ST. CLAIR SHORES

It is hereby agreed by and between the City of St. Clair Shores and the Command Officers Association on this 16th day of December, 1997, that the Collective Bargaining Agreement between the parties, is hereby amended by addition of the following:

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.

City of St. Clair Shores  
Command Officers Association

Frank J. Ivester Jr., President  
Chris P. Horne  
Charles L. Bennett  
R.W. Johnson

City of St. Clair Shores

Jack L. Field  
Jack L. Field

**LETTER OF UNDERSTANDING  
BETWEEN THE  
CITY OF ST. CLAIR SHORES  
AND THE  
ST. CLAIR SHORES COMMAND OFFICERS ASSOCIATION  
OF THE MICHIGAN ASSOCIATION OF POLICE**

**REIMBURSEMENT ACCOUNTS**

The parties hereby agree that effective May 1, 1998, 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.

**CASH IN LIEU OF BENEFITS**

The parties further agree that effective May 1, 1998, 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 allowance 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. For the first shortened year of implementation (1998), the insurance allowance will be a prorated amount of Six Hundred and Sixty-Seven Dollars (\$667.00). Any insurance allowance paid will count towards final average compensation.

In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must reenroll in a City-sponsored health care plan. The City will endeavor to reenroll 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.

Retirees are not eligible to participate in the health insurance allowance program.

**UNION**

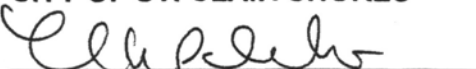
  
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Mike Walleman  
President


  
\_\_\_\_\_

Roger Johnson

**CITY OF ST. CLAIR SHORES**

  
\_\_\_\_\_

Linda K. Paladino  
Asst. City Manager/Personnel Director

  
\_\_\_\_\_

Jack L. Fields  
City Clerk

3/19/98  
Date



LETTER OF UNDERSTANDING  
BETWEEN THE  
CITY OF ST. CLAIR SHORES  
AND THE  
ST. CLAIR SHORES COMMAND OFFICERS ASSOCIATION  
OF THE MICHIGAN ASSOCIATION OF POLICE

The parties hereby agree that effective the first pay period ending in July, 1998 members of this bargaining unit will receive a wage increase in advance of the Police Officers' Association (MAP) contract settlement. Subject to the provisions below, the increase is conditionally based upon a 2.75% increase in the rate paid to a 10-year patrol officer under the MAP contract effective July 1, 1995 to June 30, 1998. In accordance with Article XIX of the Command Officers Association contract, Sergeants' pay will be 113.5% of a 10-year Patrol Officer's rate and Lieutenants' pay will be 110% of a Sergeant.

In the event that the Michigan Association of Police (MAP) contract for the period beginning July 1, 1998 establishes a rate increase for the 10-year patrol officers less than 2.75%, employees of the Command Officers Association agree that they will pay back the differential to the City in accordance with a payment plan mutually agreed upon between the City and the Association. If the rate increase is more than 2.75%, employees of the Command Officers Association will receive back the differential from the City in accordance with a payment plan mutually agreed upon between the City and the Association.

The parties further agree, this increase in advance of the MAP Union contract is not precedent setting.

UNION

CITY OF ST. CLAIR SHORES

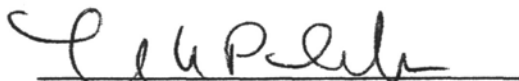


Mike Walleman  
President



Mark Wollenweber  
City Manager

SEE ATTACHED SHEET



Linda K. Paladino  
Assistant City Manager/Personnel Director

7/1/98

Date




**LETTER OF UNDERSTANDING  
BETWEEN THE  
CITY OF ST. CLAIR SHORES  
AND THE  
ST. CLAIR SHORES COMMAND OFFICERS ASSOCIATION  
OF THE MICHIGAN ASSOCIATION OF POLICE**


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**UNION**

  
\_\_\_\_\_  
Mike Walleman  
President

  
\_\_\_\_\_  
[Redacted Name]

**CITY OF ST. CLAIR SHORES**

  
\_\_\_\_\_  
Mark Wollenweber  
City Manager

  
\_\_\_\_\_  
Linda K. Paladino  
Assistant City Manager/Personnel Director

7-2-98  
Date

COMMAND OFFICERS

<u>DATE</u>		<u>PER YEAR</u>	<u>PER HOUR</u>
06/28/98	SERGEANT	54,543	26.22
	LIEUTENANT	59,997	28.84
<b>NOTE:</b>			
06/29/97	POA 10TH YEAR	46,769	22.49
	2.75%	1,286	
	06/28/98	48,055	23.10
	13.50%	6,487	
	SERGEANT	54,543	26.22
	10%	5,454	
	LIEUTENANT	59,997	28.84

REVISED 07/07/98  
COA-RATE