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6/30/2001

AGREEMENT BETWEEN
THE CITY OF ST. CLAIR SHORES
AND
THE ST. CLAIR SHORES EMERGENCY DISPATCHERS UNION
OF
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

Effective July 1, 1998 - June 30, 2001

St. Clair Shores, City of

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This Agreement, entered into this 13 day of OCTOBER, 1998, effective from July 1, 1998 to June 30, 2001 between the City of St. Clair Shores, Michigan, a municipal corporation, (hereinafter referred to as the "City"), and the St. Clair Shores Emergency Dispatchers Union of the Police Officers Association of Michigan, (hereinafter referred to as the "Union").

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 parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts 1965, as amended, to incorporate understandings previously reached and other matters into formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public Emergency Dispatching service; and to provide an orderly and equitable means of resolving future differences between the parties.

1.2: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

ARTICLE II
COVERAGE

2.1: This Agreement shall be applicable to all the members of the St. Clair Shores Emergency Dispatchers Union of The Police Officers Association of Michigan.

ARTICLE III
RECOGNITION

3.1: The City recognizes the Police Officers Association of Michigan as the bargaining agent, and the St. Clair Shores Emergency Dispatchers Union, as the sole and exclusive bargaining representatives of the members of the St. Clair Shores Emergency Dispatchers Union.

ARTICLE IV
GENERAL

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

4.2: Distribution of Agreement. The City shall provide the Union with the master copy of the new agreement for the Union to review for accuracy in content. The Union shall submit a written letter stating any proposed corrections necessary; and if the City agrees with the proposed changes it shall provide the Union with a complete revised copy to review. Once a signed agreement has been reached, the City shall provide the Union with sufficient copies of this Agreement to provide each member with a copy and twenty-five extra copies for the Union.

ARTICLE V
RIGHTS OF EMPLOYER

5.1: Employer retains the sole and exclusive right to manage and operate the City in all of its operations and activities, except as otherwise provided in this Agreement. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire, determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change or alter its budget, to combine or reorganize any or all parts of its operations; to determine the number of supervisors ; to direct and control operations; to maintain order and efficiency; to continue and maintain its operation as in the past; to study and use improved methods and equipment and outside assistance, and in all respects to carry out the lawful, ordinary, and customary functions of City Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. Disputes over any rights of management shall be subject to the grievance procedure, including arbitration.

5.2: Except as this Agreement otherwise provides, the Employer shall also have the right to promote, assign, transfer, suspend,

discipline, discharge for just cause, lay off and recall personnel; to establish reasonable work rules and the penalties for violations of such rules; to make judgements as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.

ARTICLE VI
AGENCY SHOP CLAUSE

6.1: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement. The representation fee shall not be in excess of the amount of the cost of collective bargaining negotiations, contract administration, grievance and arbitration administration and Union administration costs.

6.2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition for continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

6.3: Employees hired, rehired, or reinstated into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to the dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE VII
CHECK OFF AND REMITTANCE OF DUES AND FEES

7.1: During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues, representation fees and/or any other fees levied in accordance with the Constitution and By-laws of the Union and terms of this Agreement, from the pay of each employee who executes or has executed and "Authorization for Check-Off Dues" form. Such dues and/or fees must be tendered by payroll deduction.

7.2: Deduction for any month shall be remitted to the Treasurer of the St. Clair Shores Emergency Dispatchers Union with a list of names of all employees from whom the deductions have been made no later than the Monday following the pay period in which the deduction was made.

7.3: Dues shall be established from time to time by the Union. The City, upon receipt of proper authorization from the President of the Union, shall deduct bi-weekly dues from the employee's pay. The Union shall provide the City with thirty (30) days notice of any change in the amount of dues.

7.4: Failure of an employee to complete the "Authorization for Check Off of Dues" form shall result in the Employer automatically deducting dues from the employee's paycheck in compliance with Public Act 604, MCLA 408.477.

7.5: No employee shall be terminated under this Article except as provided below:

7.5.1 The Union has first notified the Employer in writing that the employee has elected not to join the Union.

7.5.2 Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:

a. Notify the employee of provisions of this Agreement.

b. Obtain the employee's response and notify the Union of the employee's response.

7.5.3 In the event the employee has neither joined the Union nor signed the "Authorization for Representation Fee Deduction" form after the above, the Union will proceed to request termination of the employee, by registered mail and return receipt requested.

7.5.4 Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that unless there is compliance, the employee will be terminated not later than the end of the next pay period.

7.5.5 The employee shall then be terminated unless the employee can produce evidence of compliance.

7.6: The Employer agrees to provide this service without charge to the Union.

7.7: The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.

7.8: The Union will save harmless the Employer from any and all claims, demands, suits and other liability brought by an employee for reasons of actions taken by the Employer for the purpose of complying with the Article on Agency Shop Clause and this Article.

7.9: The Union will not save harmless the Employer for actions not taken in compliance with the Article on Agency Shop Clause and this Article and will pursue non-compliance through the Grievance Procedure as set forth in this Agreement.

ARTICLE VIII
UNION ACTIVITIES

8.1: Release Time.

8.1.1 The President of the Union shall be afforded time off during regular working hours, without loss of benefits, to conduct such Union business as he or she deems necessary and to fulfill his or her responsibilities to the Union for processing of grievances. The President shall first obtain permission for release time from the Chief or, if he is not on duty, from the Shift Commander. Permission shall not be unreasonably denied. A substitute may be appointed and afforded the above-mentioned release time if the President is unavailable due to leave.

8.1.2 Members of the Union authorized by the Union to attend conventions shall be allowed time off without loss of benefits to attend State conventions. Such time off shall be limited to one member of the Union per day.

8.1.3 The Bargaining Committee of the Union will include not more than three (3) representatives of the Police Officers Association of Michigan with two (2) elected representatives of the Emergency Dispatchers Union, not assigned to the same shift. The Committee may include not more than two (2) non-employee representatives. The Union will furnish the City Manager's office with a written list of the Union's Employees Bargaining Committee prior to the first bargaining meeting. The elected representatives of the Emergency

Dispatchers Union shall continue on the Departmental shift assignment routine and shall not be assigned permanently to the afternoon or midnight shift for the sole purpose of avoiding the Union release time Agreement.

8.1.4 If the privilege hereinbefore provided for under this section shall be abused, the alleged abuse shall be a proper subject matter for a conference between two (2) designated representatives of the Employer and two (2) representatives of the Union.

8.2: Bulletin Boards. The Union shall be provided with a bulletin board for the posting of Union notices or other materials. The Union shall have reasonable allocation of area for its records, files and material, at the Police Department, subject to the approval of the President of the Union and the Chief of the Police Department.

8.3: Meetings. The Union may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees, or the efficient operation of the Emergency Dispatching. Union members will be allowed to relieve on-duty members for the purpose of Union meeting participation. Such relief shall not be the monetary obligation of the City.

ARTICLE IX
OTHER AGREEMENTS AND ORGANIZATIONS

9.1: The Employer will not aid, promote or finance any labor group organization or individual which purports to engage in collective bargaining, or make any Agreement with any such group or organization or individual for the purpose of undermining the Union, including any Agreement that would eliminate any fringe benefits provided to its members under this Agreement.

ARTICLE X
WORK RULES AND REGULATIONS

10.1: The City shall have the right to promulgate reasonable work rules which do not conflict with the express provisions of the collective bargaining Agreement. Fourteen (14) calendar days written notice shall be given of any proposed changes in departmental rules.

ARTICLE XI
HIRING, PROMOTIONS AND LAYOFFS

11.1: Oral Interviews. For purposes of oral interviews for entry level positions of civilian dispatch, the City's Personnel Director and its Police and Fire Chiefs or their designees shall constitute the Oral Interview Board.

11.2: Promotions. Promotions shall be in accordance with City Civil Service, as amended, except as otherwise provided in this Article. Promotional criteria for newly created supervisory positions within the unit shall be subject to negotiations between the parties.

11.3: Layoffs. Layoffs shall be in accordance with seniority provided the remaining senior employee not laid off has the ability and skill to perform the remaining work.

ARTICLE XII
RESIDENCY

12.1: Members of the bargaining unit shall be required to live within twenty-five (25) miles of the City limits of St. Clair Shores.

ARTICLE XIII
RATES FOR NEW CLASSIFICATION

13.1: In the event that new classifications are created within the bargaining unit, or the work involved in the dispatcher classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

13.1.1 Union Notification. The City shall notify the Union in writing whenever new classifications are created or the work of the Dispatcher classification is substantially modified, and propose a pay rate for the classification.

13.1.2 Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the City.

13.1.3 Submission to Grievance Procedure. If the Union and City cannot agree on the rate of pay through negotiations, the matter may be submitted at Step 2 of the grievance procedure. In the event the

matter is not submitted to arbitration, the classification and rate shall be as established by the City.

ARTICLE XIV
PROBATIONARY PERIOD

14.1: The probationary period for new employees of the St. Clair Shores Emergency Dispatchers shall be six (6) calendar months from the date of hire. The probationary period may be extended by the City for up to six (6) additional months.

ARTICLE XV
SENIORITY

15.1: A Bargaining unit member shall have bargaining unit seniority based upon the member's date of hire as an emergency dispatcher. Bargaining unit seniority shall be applied as set forth in this Agreement under City Civil Service. Unless otherwise specified, "seniority" shall be bargaining unit seniority.

15.2: If members have the same date of hire, bargaining unit seniority shall be determined by their order on the hiring list or by their order of hire if different from the hiring list.

ARTICLE XVI
TEMPORARY TRANSFER OF EMPLOYEE

16.1: The City shall not transfer any member of the bargaining unit to a job classification outside of the bargaining unit except on an emergency basis. In making such a transfer, the supervisor shall consider the effect of the transfer upon the emergency dispatch operation.

16.2: The City shall not temporarily transfer sworn police or fire personnel to the position of emergency dispatcher except when the reason for doing so is to supplement dispatch or to replace absent dispatchers on a temporary basis.

ARTICLE XVII
HOURS OF EMPLOYMENT

17.1: Work Schedule.

17.2: The schedule shall provide for three designated shifts.

17.2.1 Days shift shall commence between the hours of 0700 hours and 0900 hours.

17.2.2 Afternoon shift shall commence between the hours of 1500 hours and 1700 hours.

17.2.3 Midnight shift shall commence between the hours of 2300 hours and 0100 hours.

17.3: Break and Lunch Periods.

17.3.1 All members shall be afforded one (1) sixty (60) minute lunch period per eight (8) hours work shift without loss of pay.

17.3.2 It is understood that the nature of a dispatcher's work may at times require that no lunch or shortened lunch period be taken.

17.3.3 Members shall not be required to remain in the dispatch area during lunch periods.

17.4: The City shall provide lockers for all dispatchers. Lockers shall be large enough to accommodate clothing and personal articles and shall have a means by which members can secure lockers with a lock.

17.5: Each member shall be scheduled to work 40 hours per week on the shift selected by the procedure stated below.

17.6: Shift Selection.

17.6.1 Shift selection; days, afternoons or midnight, for the classification of Emergency Dispatchers shall be made on the basis of departmental seniority. Shift assignments shall begin on the cycle commencing closest to January 1st, May 1st and September 1st of each year.

17.6.2 Shift selections shall be provided to the Head of the Department thirty (30) days prior to the implementation of the new schedule.

17.6.3 Unscheduled and necessary transfers for the purpose of achieving a higher designation or pay within the unit, due to retirement, promotion or other reason, shall be afforded only to the dispatcher next in seniority wishing the higher classification. The dispatcher afforded the opportunity for transfer will not lose his/her rights or vacation selection. No other Emergency Dispatcher shall lose their rights or vacation due to unscheduled transfers.

17.6.4 The City may assign a probationary employee to any shift during the probationary period with prior notification. It is agreed that in moving a probationary employee, only four dispatchers per shift will be allowed, therefore, if a fifth dispatcher is assigned to a shift, dispatchers will be asked on a seniority basis and a voluntary basis to move temporarily to a shift with only three dispatchers. If there are no volunteers, the lowest seniority person on the shift with five persons will be moved temporarily to the three person shift.

In the event the trainer is low seniority and forced to move, another trainer will be selected. If a dispatcher misses their four (4) day leave slot due to the forced move, arrangements will be made by the Chief for a four (4) day leave slot for that dispatcher.

ARTICLE XVIII
SHIFT DIFFERENTIAL

18.1: Effective July 1, 1998, members of the bargaining unit shall receive a premium of 3-1/2% of their base hourly wage for all hours worked on the afternoon shift and 6-1/2% of their base hourly wage for all hours worked on the midnight shift. The semi-annual shift differential will be paid in one of the regularly scheduled bi-weekly paychecks by January 31 and July 31, respectively.

ARTICLE XIX
OVERTIME PAY

19.1: Computation. All employees who are required to work more than their regular forty (40) hour scheduled work week shall be paid at the rate of time and one-half for each hour of overtime worked.

19.2: Regular Overtime. A rotating list of all Emergency Dispatchers shall be used for all overtime. The list shall be arranged by department seniority and the number of eight (8) hour blocks worked or refused shall be recorded. A list of eligible dispatchers shall be assembled so that the employee with the lowest number shall be asked first. This procedure shall be followed so that the list shall reflect the order, from lowest to highest, the number of eight (8) hour overtime opportunities. No employee, for the purpose of the overtime list, shall be considered to be more than two slots behind at anytime. Overtime slots in excess of two shall be counted but not used to determine overtime position on the list.

19.3: The parties recognize that members shall not be compensated for occasional errors in the overtime procedure but at the same time reserves the right to grieve any and all errors for monetary compensation if those errors are repetitive or flagrant violations.

19.4: Overtime of less than four (4) hours shall not be chargeable to the overtime list. The Union shall have access to the master overtime list.

19.5: Employees shall be considered ineligible for overtime for reasons of sick, vacation, funeral leave, personal business, or any other leave time granted by this Agreement. Dispatchers will be eligible for overtime while on vacation, personal business, or accumulated time off, after having notified the Shift Commander in writing that he/she is available. NOTE: Dispatchers are not eligible for overtime created by their own absence. Sick time and funeral leave are not included in this Agreement.

19.6: An employee, while on his/her regular shift, who is ordered to work more than eight (8) hours shall be paid overtime at the rate of time and one-half for all overtime worked. For all overtime that is not in full one hour increments, the following schedule shall apply:

0-15 minutes pays 15 minutes pay
16-30 minutes pays 30 minutes pay
31-45 minutes pays 45 minutes pay
46-60 minutes pays 60 minutes pay

ARTICLE XX
CALL-IN TIME

20.1: An employee shall receive a minimum of four (4) hours pay at time and one-half any time the employee is required to report to work, provided the call-in exceeds two hours.

20.2: An employee shall receive a minimum of one (1) hour pay or actual time, whichever is greater, at time and one-half any time the employee is required to work provided the call-in is two hours or less.

ARTICLE XXI
COMPENSATORY TIME

21.1: Election may be made by an employee to accumulate up to forty (40) hours in compensatory time in lieu of overtime by mutual Agreement between the employee and the head of the department.

21.2: Members of the bargaining unit may request time off work with the use of compensatory time. Use of compensatory time shall be permitted provided at least two dispatchers are otherwise scheduled to work.

ARTICLE XXII
TRADING OF DAYS

22.1: Subject to departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days, unless denied for a justified reason. An employee who fails to show for the traded day will be charged 12 hours vacation time.

ARTICLE XXIII
SICK LEAVE

23.1: Each member of the bargaining unit shall receive nine (9) sick days each January 1. Members will be allowed to accumulate up to five (5) sick days. In January of each following year, any days in excess of five (5) not used through December 31 will be paid to the employee at the rate of pay prevailing at the time of payment.

23.2: A short-term disability plan shall be provided by the City commencing on the eighth day of non-duty disability and continuing through the 365th day. A member of the unit shall be compensated at 65% of his or her regular pay during this period of disability.

23.3: The City reserves the right to require a written statement from the employee's doctor where a reasonable basis exists for suspecting sick leave abuse or misuse. The City also reserves the right to require the employee to be examined by a physician of the City's choice, at the City's expense.

23.4: Employees may utilize sick leave in case of the illness or injury of a child of the employee who resides in the employee's home.

23.5: Accumulated sick leave of current employees shall be frozen and may be utilized to supplement disability payments so as to provide up to eighty (80%) percent of the employee's regular rate of compensation. Any banked time may likewise be utilized to supplement disability payments to a maximum of eighty (80%) percent.

23.6: Sick leave days earned prior to 1994 currently posted as "frozen days" may be paid to the employee upon petition to the Finance Department. The petition must be received by February of each year to be included in the budget effective the next July. The payment of these days is subject to funding. Upon separation of employment, these days are to be paid in full.

23.7: Bargaining unit seniority and City service time shall continue to accumulate while on sick leave, short term disability or long term disability.

ARTICLE XXIV
PERSONAL BUSINESS DAYS

24.1: Effective January 1, 1996, three (3) personal business days shall be allowed with pay upon written application and approval by the Head of the Department during each year of this Agreement. Personal business days shall not be carried over from year to year. Personal business days may be used in four (4) hour increments.

24.2: One (1) of the above personal business days may be taken in conjunction with a vacation.

24.3: In the event that an emergency or unforeseen event necessitates immediate relief, personal business days can be granted by phone by the shift commander. Such requests shall not unreasonably be denied.

ARTICLE XXV
LEAVE OF ABSENCE

25.1: Military Leave. Members of the Armed Forces Reserves or National Guard will be paid a maximum of two (2) weeks pay while they are engaged in normal reserve training periods, provided that proof of services is submitted. If required to serve more than two (2) weeks, the Employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time.

25.2: Funeral Leave. In the event of a death in the immediate family of the employee, the employee shall be entitled, when so required, to the next seven (7) days with regular pay (leave days to be included but without pay) to arrange for or attend a funeral and burial. Immediate family shall be deemed to be husband, wife, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, step-child, step-father and step-mother or any individual for whom the employee is legal guardian.

25.2.1 Employees shall be entitled to one (1) day with pay, when so required, in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, aunt-in-law, uncle-in-law and grandparent-in-law.

25.2.2 In the event of special circumstances resulting in a later funeral date, the head of the

department may set another date for the commencement of the funeral leave.

25.2.3 The foregoing time shall not be deductible from sick leave or vacation time and shall have no effect on the employee's seniority.

25.3: The collective bargaining Agreement is to be interpreted consistent with the provisions of the Family Medical Leave Act.

ARTICLE XXVI
VACATION SELECTION AND VACATION TIME

26.1: Procedure. All vacation selections shall be based on departmental seniority. Vacation selections for a minimum of one week to a maximum of two weeks shall be made at the same time as shift selections and shall only apply to the shift being selected. Vacation selection made at the time of shift selection but for less than one week shall be made after all members have had an opportunity to select a vacation of one or two weeks. Vacation requests after the shift selection shall be submitted to the head of the department in writing for approval. The head of the department shall not deny a vacation request without reasonable justification.

26.2: Vacation Time. Employees shall earn 8 hours vacation time credited to an employee's vacation-time bank on the first of each month following a month in which the employee worked 10 or more days in the previous calendar month. After 5 years of service, the employee shall earn 10 hours per month; and after 10 years of service, the employee shall earn 13.34 hours per month, following a month in which the employee worked 10 or more days in the previous calendar month. For purposes of this provision, "worked" shall include vacation, personal leave days and compensatory days. Earned vacation time shall not be available for use until completion of the probationary period.

Effective January 1, 1999, non-probationary members of the bargaining unit shall have 8.67 hours credited to their vacation-time bank on the first of each month following a calendar month in which the employee worked 10 or more days. After five years of service, the member shall earn 11.34 hours per month; and after 10 years of service, the employee shall earn 15.34 hours per month following a month in which the employee worked 10 or more days in the previous calendar month. For purposes of this provision, "worked" shall include vacation, personal leave days and compensatory days.

ARTICLE XXVII
VACATION ACCUMULATION AND PAYMENT IN LIEU OF VACATION TIME

27.1: Upon the written request of an employee, up to ten (10) vacation days may be accumulated and carried over to the following calendar year.

27.2: If an employee becomes ill and is under the care of a duly licensed physician during their vacation, their vacation will be rescheduled at an open date if he or she desires. In the event his or her incapacity continues throughout the year, he or she will be awarded payment in lieu of vacation. The foregoing does not include job incurred injuries.

27.3: Termination of Employment. In the event employment is terminated, an employee will be paid for all earned vacation accumulated, computed on the basis of all earned vacation from the prior year not used, and the vacation time earned in the current year.

ARTICLE XXVIII
JURY DUTY

28.1: Jury Duty.

28.1.1 Any employee who serves four (4) or more hours of jury duty in a single day is not required to return to duty.

28.1.2 Any employee scheduled to work the midnight shift prior to jury duty shall not be required to work the midnight shift.

28.1.3 Participation in jury duty shall not result in any loss of pay or benefits.

28.1.4 Proof of jury duty and/or assignment shall be documented, if requested.

28.2: Work-Related Court Time.

28.2.1 Any employee required to appear in court or at other legal proceedings for a work related incident shall be released from work with full pay and benefits.

28.2.2 Court appearances concerning work-related incidents are considered as hours worked for overtime purposes if they occur on the employee's day off.

- 28.2.3 Court subpoenas requiring only stand-by for work-related incidents on the employee's day off shall be compensated at a rate of two hours pay if no appearance is required.

ARTICLE XXIX
REQUIRED TRAINING

29.1: Emergency Dispatchers required to attend dispatch training schools or seminars shall be paid for the actual time in attendance. When such schools and seminars are held outside the corporate limits of St. Clair Shores, each emergency dispatcher shall be paid for one hour of travel and each driver shall be paid for mileage in cents per mile at that rate approved by the Internal Revenue Service.

ARTICLE XXX
EDUCATIONAL REIMBURSEMENT

30.1: Subject to funding being available, any employee who attends educational classes which are directly related to his/her employment as a civilian dispatcher, including introductory courses in police/fire science/emergency medicine and computers, shall be reimbursed for tuition and books. Reimbursement shall not exceed \$1,000 annually. The Employer shall reimburse up to one Bachelor Degree. Approval for the payment of said courses and books shall be obtained prior to enrollment for the course. No approval will be granted after enrollment for the course. The employee must receive a passing grade of "C" or better in order to receive reimbursement.

ARTICLE XXXI
PERFORMANCE EVALUATIONS

31.1: Periodic formal work performance evaluations may be prepared for all non-probationary members of the bargaining unit. A copy of the evaluation shall be provided the employee and discussed with him/her. The employee shall be given the opportunity to provide a formal written response to the evaluator.

ARTICLE XXXII
SAFETY AGREEMENT

32.1: The City and the Union agree to cooperate in the promotion of safety. The Union shall be permitted to conduct investigations of health and safety problems provided it does not unduly interfere with the normal operation of the department.

ARTICLE XXXIII
STRIKE PROHIBITION

33.1: The Union will not engage in or sanction strike action, including work slowdowns, temporary or permanent work stoppages or any other concerted cessation of services during the life of this Agreement.

ARTICLE XXXIV
GRIEVANCE PROCEDURE

34.1: Should any difference or complaint arise to the meaning or application of the provisions of this Agreement, such differences shall be resolved by the following grievance procedure:

Step 1. If an employee desires to file a grievance, he/she must first discuss the matter with his/her Union Board Member who may then discuss it with the immediate supervisor. If the matter is not resolved informally, the grievance must be reduced to writing and presented to the supervisor within fifteen (15) calendar days from the time the grievant knew or should have known of the events giving rise to the grievance. Failure to grieve within the applicable time limit will result in a waiver of grievance. Any grievance resolved at Step 1 shall be without precedent.

Step 2. If the alleged grievance remains unresolved, the written grievance will be filed within five (5) business days with the department head. Failure by the department head to answer the grievance within five (5) business days, in writing, will permit referral of the grievance to Step 3. Failure of the Union to pursue the matter to Step 3 within the applicable time limit shall result in waiver of the grievance.

Step 3. If the alleged grievance remains unresolved, the grievance shall, within five (5) business days, be presented to the City Manager, who shall reply in writing within ten (10) business days. Failure by the City Manager to answer the grievance within the applicable time limit will permit referral to Step 4. Failure of the Union to proceed to Step 4 within the appropriate time limit will result in waiver of the grievance.

Step 4. If the alleged grievance remains unresolved either party may, within thirty (30) calendar days, request arbitration. Said arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall submit to both the Union and the City a list of seven (7) Arbitrators. Beginning with

the moving party, each party shall strike names from the list until only one name remains. That person shall be appointed as the Arbitrator. The parties may attempt to mutually select an arbitrator as an alternative process. The arbitration shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator shall be borne by the party against whom the decision is rendered.

34.2: Other Remedies.

- 34.2.1 The grievance procedure provided in this Agreement shall be the sole and exclusive remedy for alleged violations of the collective bargaining Agreement.
- 34.2.2 All employees shall have the right to be represented by the President of the Union or his/her designated delegates at all disciplinary conferences or procedures. A copy of the alleged charges shall be given to the Union before all disciplinary conferences or procedures.
- 34.2.3 A copy of any notice of disciplinary action taken against any employee which may result in official entries being added in his/her work record shall be given to the Union prior to implementation of said disciplinary action.
- 34.2.4 The claim of any permanent employee that he/she has been unjustly discharged or otherwise disciplined shall be processed as a grievance.
- 34.2.5 All time limits on the grievance procedure may be shortened or extended by mutual Agreement in writing.
- 34.2.6 The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Provided that the Arbitrator's decision is not beyond the scope of his power, his decision shall be final and binding upon the parties.

ARTICLE XXXV
LIABILITY COVERAGE

35.1: All Emergency Dispatch employees shall be covered by liability insurance, while in the course of their duties, in an

amount sufficient to cover anticipated civil damages. When Emergency Dispatch employees need legal assistance, in a matter which arises in the course of their duties, they shall have the right to request and receive such assistance from the City. Upon such a request, the City shall provide legal counsel for the purpose of advice and representation. The City shall provide for the payment of all fees and costs and shall provide indemnification for any damages incurred in excess of insurance coverage.

ARTICLE XXXVI
DUTY RELATED ILLNESS AND INJURY

36.1: Duty Related. 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/her duty, shall be paid by the City at his/her regular rate of pay for the duration of worker's compensation benefits. All worker's compensation checks shall be signed and turned over to the City. (All medical bills paid out on the behalf of the employee shall be paid within a reasonable time.) No employee shall receive from the City the above supplemental payment while they are drawing a disability pension. During any period when worker's compensation is not subject to federal income taxation, the City's supplement shall be reduced by twenty (20%) percent. The supplement shall be limited to a one year period.

ARTICLE XXXVII
HOSPITALIZATION

37.1: Hospital Plan. The City shall provide to all full-time employees, eligible spouse and dependents, a Blue Cross/Blue Shield PPO as described in Group #68451-002 in the correspondence dated 9/26/94, description of benefits. The plan is amended to provide for the additional riders of Preferred RX, VST and FAE-RC.

37.2: Dental Coverage. No calendar year deductible; co-insurance 80% for type 1, 2, 3; annual maximum \$1,000, orthodontics (under 19) 50% lifetime ortho \$1,000, dependent definition in plan documents, dental types defined in program.

37.3: Vision Coverage. The City will provide optical coverage by BC/BS VCA-80 and FLVS-A. VCA-80 provides for vision testing examinations every twenty-four (24) months with a \$5.00 co-payment (at participating providers). Regular or contact lenses and frames every twenty-four (24) months with a \$7.50 co-payment (at participating providers). FLVS-A amends the twenty-four (24) month rule on lenses, frames and testing examinations to every twelve (12) months.

37.4: Members of the bargaining unit may use the alternative health care provider, Selectcare. However, the Employer agrees to pay the cost of Selectcare up to the PPO rates. If any one coverage exceeds the PPO rate, then the employee agrees, through payroll deduction, to pay the monthly premium difference.

37.5: The City may change insurance carriers if the benefits are no less than under the existing program.

37.6: Retirees shall receive the same benefit, however, without the PPO and MMCOV riders (with full family coverage) except where the retiree or spouse of a retiree is able to provide equal or greater medical-hospitalization coverage through an Employer-paid insurance program, then said retiree shall not be eligible for benefits under this provision. To be eligible for benefits under this provision a retiree or retiree's spouse shall be required to submit to the City's Finance Department by April 30 preceding the fiscal year any and all W-2 forms from all sources of employment for his/her spouse. When the retiree and spouse cease to have such alternative coverage, proof of the same shall be provided to the City and coverage shall be immediately reinstated by the City.

37.7: Spouses of deceased retirees shall receive complete coverage under this Section, so long as he/she receives a City Pension under a chosen (option) plan of the Pension Retirement Act.

37.8: 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.

37.9: 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 prorated amount of Six Hundred and Sixty-Seven Dollars (\$667.00).

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.

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

ARTICLE XXXVIII
INSURANCE

38.1: All employees are to be provided Forty Thousand Dollars (\$40,000.00) term life insurance. The City may, at its discretion, determine the insurance carrier.

ARTICLE XXXIX
PENSION

39.1: Members of the bargaining unit shall be eligible for coverage under the St. Clair Shores' General Employees' Pension Plan. Benefits to retirees from the bargaining unit shall be as set forth in said Plan, except and to the extent as modified below:

39.2: Members of the bargaining unit shall be permitted to retire at age fifty (50) with twenty-five (25) years or more of credited service computed at two and one quarter (2.25%) percent of final average compensation times years of service with a maximum benefit of 75%. Effective July 1, 1999, the multiplier shall be increased to reflect two and one half (2.5%) percent of final average compensation times years of service with a maximum benefit of 75%.

39.3: Members of the bargaining unit shall be permitted to retire at age fifty-five (55) with ten (10) or more years of credited service and receive a pension at age (60) computed at two and one quarter (2.25%) percent of final average compensation times years of service with a maximum benefit of 75%. Effective July 1, 1999, the multiplier shall be increased to reflect two and one half (2.5%) percent of final average compensation times years of service with a maximum benefit of 75%.

39.4: Final average compensation shall be defined for pension computation purposes as the average of the sixty (60) highest continuous month's wages of the last one hundred twenty (120) months of service with the City.

39.5: Final average compensation shall include wages, the annual lump sum payment (when applicable), shift differential, and overtime.

39.6: The sixty (60) month continuous employment period shall be determined excluding any period of time in which sickness and accident benefits are received by the employee.

39.7: After ten years of credited service with the Employer, an Employee may vest his/her retirement which shall then be received commencing at age 60. The annual amount of pension shall be computed as a regular retirement based upon average final compensation and service time at time of termination.

39.8: Employees who become disabled permanently and retire will receive a pension of two and one quarter (2.25%) percent of final average compensation times years of credited service with a minimum benefit of twenty (20%) percent of final average compensation upon termination of workers' compensation benefits or age sixty (60), whichever comes first. At age sixty (60), additional service credit shall be granted and benefit recalculated pursuant to the St. Clair Shores General Employees' Pension Ordinance. Effective July 1, 1999, the above noted multiplier will be increased to represent a pension multiplier of two and one-half (2.5%) percent of final average compensation times years of credited service with a minimum of twenty (20%) percent of final average compensation upon termination of workers' compensation benefits or age sixty whichever comes first.

39.9: Effective with the first pay ending in July, 1999, the employee pension contribution will be increased from zero to one and one-half (1.5%) percent.

39.10: Retirees and eligible spouse are required to apply for Medicare, if and when eligible, with the City paying the Part 2 premium up to \$50 per month. Marilyn Regal shall be exempt from the \$50 per month cap.

39.11: A post retirement cost of living of 5% will be provided for a retiree at age 60 or five (5) years after retirement, whichever is the latter, based on the amount of the retirement allowance being paid at that time. A second increase of 5% compounded effective five (5) years after the first increase will be provided.

ARTICLE XL
LUMP SUM PAYMENT

40.1: In lieu of individual payments for holiday pay, longevity, uniform allowance and cost of living, the City shall make a lump sum payment to all members on the first of November, 1998, a payment of \$2,500. This lump sum payment will cease to exist on the effective date of the second year of this bargaining Agreement.

40.2: The lump sum payment, for members with less than a full year of employment, is to be prorated on a monthly basis. If a member is employed for one-half or more of a month, they shall receive full credit for that month.

40.3: A payment of \$500.00 shall be made to each new member, at the completion of his/her probation, for the purpose of purchasing uniforms and other work-related clothing. This payment will be deducted from that member's lump sum payment due on November 1st of that year. Lump sum shall not be included in the calculation of hourly rate for overtime.

40.4: Holiday Pay. Employees who work the full shift on Christmas Eve, Christmas Day, New Year's Eve and/or New Year's Day shall be paid double time for each hour worked on the holiday.

ARTICLE XLI
CLOTHING ALLOWANCE

41.1: Effective July 1, 1999, the City will establish a clothing allowance of \$500.00 payable to each member of the bargaining unit on November 1 of each year.

41.2: A payment of \$500.00 shall be made to each new member at the completion of his/her probation for the purpose of purchasing uniforms and other work-related clothing. This payment will be deducted from the member's clothing allowance due on November 1st of that year. Lump sum shall not be included in the calculation of hourly rate for overtime.

ARTICLE XLII
WAGES

42.1:

Effective first pay ending July, 1998

	<u>Start</u> (85%)	<u>1 Year</u> (90%)	<u>2 years</u> (95%)	<u>3 years</u> (100%)
Hourly	13.01	13.78	14.54	15.31
bi-weekly	1041.08	1102.32	1163.56	1224.80
Annual	27067.64	28659.85	30252.07	31844.28

Effective first pay ending July, 1999

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>10 years</u>
Hourly	14.21	15.05	15.88	16.72	16.82
Bi-weekly	1136.96	1203.84	1270.72	1337.60	1345.60
Annual	29558.75	31297.50	33036.25	34775.00	34980.50

Effective first pay ending July, 2000

	<u>Start</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>10 years</u>
Hourly	14.60	15.46	16.32	17.18	17.28
Bi-weekly	1168.24	1236.96	1305.68	1374.40	1382.40
Annual	30371.61	32158.18	33944.74	35731.31	35942.46

For the purpose of all wage calculations as shown on this page, hourly rates are the salary divided by 2080 hours. Bi-weekly is the hourly rate times 80 hours.

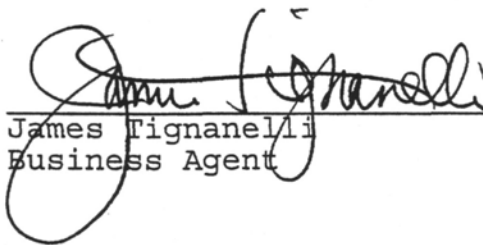
ARTICLE XLIII
TERM OF CONTRACT

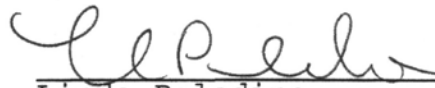
43.1: Duration. This Agreement shall be effective from July 1, 1998 and shall remain in force and effect to and including June 30, 2001.

43.2: Notification. In the event either party wishes to terminate this Agreement they shall give written notice at least one hundred twenty (120) days prior to the termination date. In the event no notice is given, the contract shall continue on a year-to-year basis, unless termination is given one hundred twenty (120) days prior to any anniversary date. The termination date of this contract is June 30, 2001.

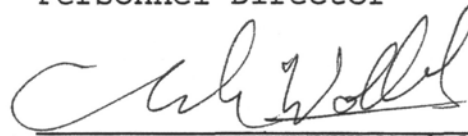
POLICE OFFICERS ASSOCIATION
OF MICHIGAN

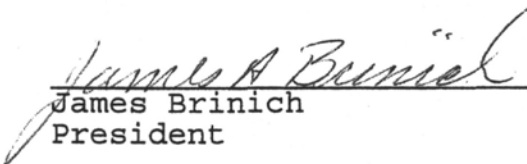
CITY OF ST. CLAIR SHORES


James Fignanello
Business Agent


Linda Paladino
Assistant City Manager/
Personnel Director

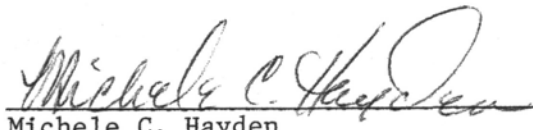
ST. CLAIR SHORES EMERGENCY
DISPATCHERS UNION


~~Lawrence Germain~~ Mark Wollenweber
~~Chief of Police~~ City Manager


James Brinich
President

Dated: 10-13-98


~~Margaret Proby~~ Kimberly R. Sherrill
Secretary


Michele C. Hayden
Treasurer

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE ST. CLAIR SHORES EMERGENCY DISPATCHERS UNION
OF THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

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

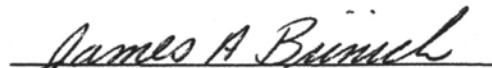
The parties further agree that effective May 1, 1998, each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance allowance of One Thousand Dollars (\$1,000.00) annually. The waiver of participation 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.

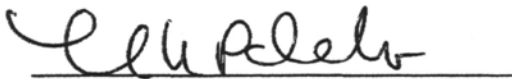
In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must reenroll in a City-sponsored health care plan. The City will endeavor to reenroll the employee and the employee's eligible dependents in a City-sponsored health care plan subject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

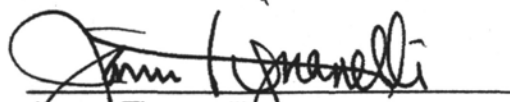
Retirees are not eligible to participate in the health insurance allowance program.

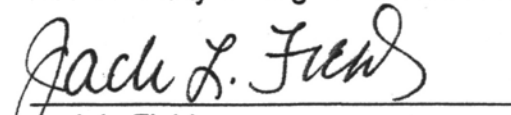
UNION

CITY OF ST. CLAIR SHORES


James Brinich
President


Linda K. Paladino
Assistant City Manager/Personnel Director


James Tignanelli
Business Agent
3/26/98


Jack L. Fields
City Clerk

Date

DISPATCHERS

0.0275

06/29/98

START (85%)	1 YEAR (90%)	2 YEARS (95%)	3 YEARS (100%)
----- 13.01	----- 13.78	----- 14.54	----- 15.31

REVISED 08/05/98
DISPATCH

40

