

AGREEMENT

BETWEEN

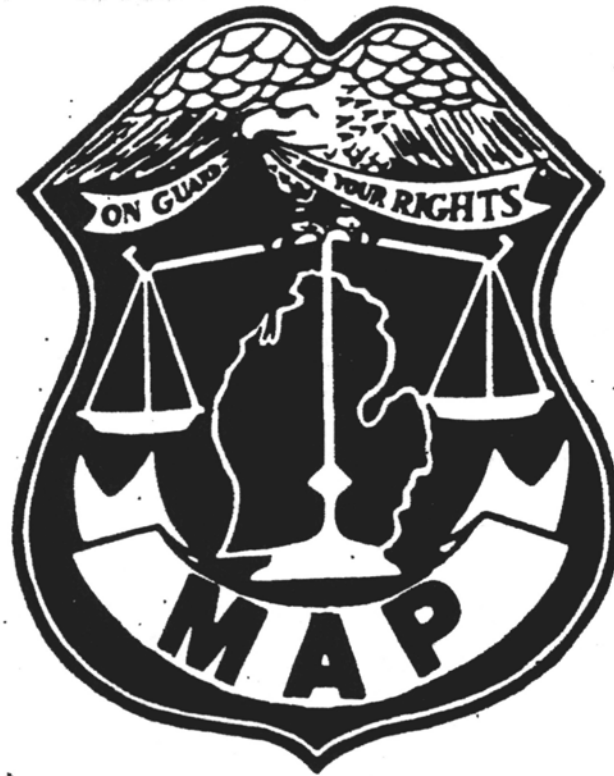
THE CITY OF ST. CLAIR SHORES

and

MICHIGAN ASSOCIATION OF POLICE (MAP)

and

THE ST. CLAIR SHORES POLICE OFFICERS ASSOCIATION



July 1, 1998 to June 30, 2001

St. Clair Shores, City of

10/10/11

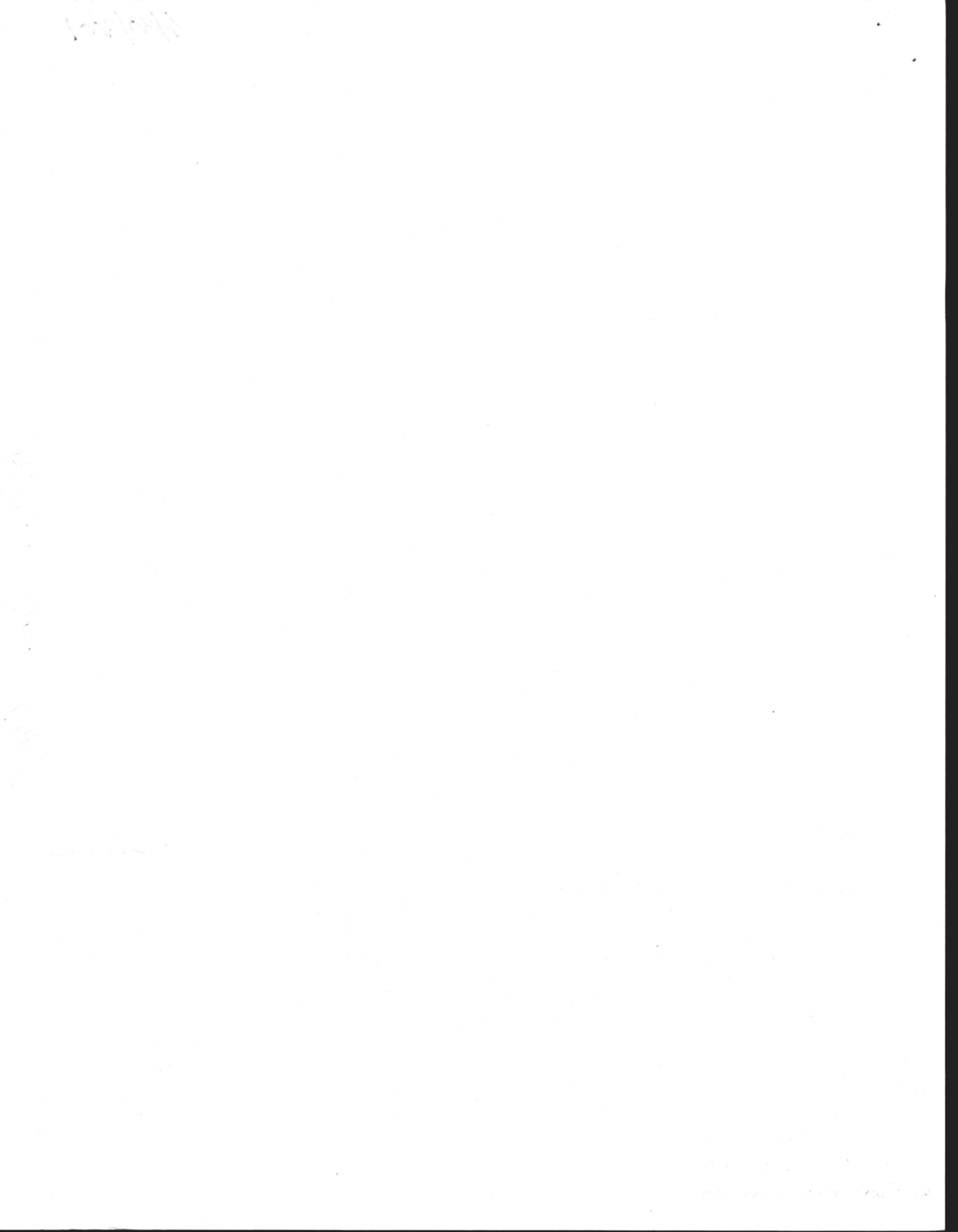


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AGREEMENT

THIS AGREEMENT entered into as of the _____ day of _____, 1998 between the City of St. Clair Shores, a Michigan municipal corporation, (hereinafter referred to as the "Employer" or the "City"), and the Michigan Association of Police/St. Clair Shores Police Officers Association, existing under the laws of the State of Michigan, (hereinafter referred to jointly 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 Police Officers Association/Michigan Association of Police (MAP) 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 the Public Acts of 1965, for all non-supervisory police officers employed by the City of St. Clair Shores, including any sergeants holding non-supervisory positions. 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.

2.3 The City will deduct, upon signed authorization of the officer's request, all initiation fees, dues and assessments as stated by the Association and forward same to the Association's authorized treasurer each month.

ARTICLE III AGENCY SHOP

3.1 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 initiation fee and a monthly service charge in an amount equal to the monthly dues and assessments uniformly 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 their employment shall be discharged by the Employer.

ARTICLE IV REPRESENTATION

4.1 The Association shall be represented in all negotiations by a committee of the Association. The City shall negotiate with those representatives as herein provided.

4.2 If necessary, the department shall permit four on-duty officers to negotiate a working agreement without loss of benefits.

4.3 Union Time Off. The President of the Association, and/or his representative, shall be allowed time off, without loss of benefits, to conduct such Association business as he/she deems necessary, including his participation in grievance procedures; provided, however, for regularly scheduled business a forty-eight (48) hour notice shall be given to the Chief of Police, and such notice shall be given as soon as possible for non-scheduled business.

ARTICLE V GRIEVANCE PROCEDURE

5.1 The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

5.2 Every officer covered by this Agreement shall have the right to present grievances in accordance with the following procedure:

Supervisor

- Step 1.**
- (a) If an officer feels he/she has a grievance, he/she shall discuss the grievance with his immediate supervisor and the President, and/or his representative, and a member of the committee of the Association may be present.
 - (b) If the grievance is not satisfactorily resolved, the President and/or committee member shall file the grievance in writing within ten (10) 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 ten (10) days of its receipt.

Chief of Police

Step 2. If the written answer is not satisfactory, the grievance shall be submitted within ten (10) days to the Chief of Police, who shall reply in writing within ten (10) days. A meeting between the Chief and the President and a Committeeman shall be held to discuss the grievance within the ten (10) day period.

City Manager

Step 3. If the alleged grievance remains unresolved ten (10) 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 ten (10) days. A meeting between the City Manager and the President of the Association and Committee shall be held to discuss the grievance within the ten (10) day period.

5.3 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 ten (10) day period will be submitted to the next step. The ten (10) days shall not include Saturdays, Sundays and legal holidays.

5.4 The claim of any permanent employee that he/she has been unjustly discharged or otherwise disciplined shall be processed as a grievance beginning with Step 2.

5.5 All employees shall have the right to be represented by the President and/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.

5.6 Statements. When an officer is formally charged by the Chief of Police with an alleged misconduct, he shall not be required to answer the alleged charge verbally, nor in writing, except of his own choosing or on advice of counsel.

When the alleged charge is unfounded or the officer is not guilty and no disciplinary action is taken, no record of alleged misconduct shall be kept in the officer's personnel (work) file.

- (1) If the charge is dropped, no written records of the alleged charge shall be a permanent part of the officer's personnel file.
- (2) If the alleged charge is found to be unfounded, no record of the charge shall be kept in the officer's personnel file without the officer's consent.

5.7 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.

5.8 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.

5.9 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.

- (1) If the Chief of Police denies the officer's request, the officer shall have the right to file a grievance.

5.10 An officer may review his personnel (work) file at any time on request to the Chief of Police.

ARTICLE VI ARBITRATION

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

6.2 Said arbitrator shall be selected in the following manner:

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

6.4 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 arbitrators shall be submitted to the parties.

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

6.6 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.

6.7 The decision of the arbitrator shall be final and binding on both parties to this Agreement.

6.8 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.

6.9 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 VII PROMOTIONS

7.1 The Civil Service Commission shall test and establish, every two years, an eligibility list for the position of sergeant. The provisions of Act 78 shall govern promotional examinations to the extent those provisions are not inconsistent with the provisions of this agreement.

7.2 Notice of the pendency of a promotional examination shall be given at least ninety (90) days prior to the date of the written examination.

7.3 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.

7.4 The 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.

7.5 There shall be an Internal Assessment by the candidates for the promotion and the lieutenant that has supervised the candidate for the past 60 out of the last 90 days. The Chief of Police will assess all candidates. (Appendix B - Assessment Areas)

7.6 For promotional examinations, Act 78 scoring of seventy (70%) shall mean 70 percent, not percentile.

7.7 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.

7.8 During this three (3) day period, any promotional applicant who has reviewed their examination may challenge, in whole or part the examination or any question or questions from it.

7.9 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 a decision. Any further appeal of the issue shall be filed with Act 78 Civil Service Commission within ten (10) days of the testing agency's decision. Any further appeal shall follow the appeal process provided in Act. 78. The filling of any vacancy shall not be delayed by any challenge under this provision nor shall the Civil Service Commission delay certifying any eligibility list merely because of the pendency of a challenge.

7.10 No challenge or appeal shall be deemed timely unless made within the time limits set forth herein.

7.11 The written examination shall be weighted at 60% and the Peer Review Internal Assessment weighted at 40%.

7.12 If the candidate has obtained a combined 70% then seniority points are added at 1/4 point for each six months of service calculated to the date of the written examination.

ARTICLE VIII SENIORITY

8.1 Seniority of a new officer shall be commenced one (1) year after completion of his mandatory training. Officers who have completed mandatory training prior to date of hire shall complete a probationary period of one (1) year. After completion of the probationary period, seniority shall be retroactive to date of employment.

8.2 Re-employment shall be covered by Civil Service rules.

8.3 A seniority list shall be furnished to the Association by the City once every year.

8.4 Residency Members of the St. Clair Shores Police Officers Association may reside outside the City limits provided their residence is within the United States and within a radius of thirty-five (35) miles from the St. Clair Shores city limits.

ARTICLE IX TRAINING

9.1 To insure equal opportunity for training to every officer, training assignments shall be offered on the basis of seniority, interest and the best interest of the department, on a rotating seniority list in each division. A twenty-eight (28) day posting will be made for each school or class. Where a school or class is available and time does not allow for a twenty-eight (28) day posting, the above procedure shall be followed, excluding the twenty-eight (28) day posting period.

9.2 Seniority shall be the first consideration, but in the event the selection for a police school is made of an officer having less seniority than an officer having greater seniority, and who had filed a written request for consideration, the officer with the greater seniority may request that the school board be impaneled to decide if such selection for police school is valid or invalid. This board shall consist of two (2) patrol officers and two (2) supervisory personnel, neither supervisor to be of the same rank, below the rank of Inspector. The above four (4) members shall be alternated so that none shall sit on the board for more than two (2) consecutive hearings. In the event of a tie vote by the four (4) members, the Chief of Police, or in his absence, the Deputy Chief, will act as the fifth (5th) vote.

9.3 The decision of this panel shall be final and shall not be a matter for the grievance procedure.

ARTICLE X HOLIDAYS

10.1 Paid holidays shall be as follows: (To be paid by November 1, on a separate check).

Thirteen Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Armistice Day (Veteran's Day), Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, Good Friday, Easter Day, Washington's Birthday and Day after Thanksgiving.

10.2 Officers who are regularly scheduled to work and do work Christmas, Christmas Eve, New Year's Eve or New Year's Day shall be paid double time for each holiday worked. Payments for these holidays worked may be made in cash or accumulated time at each officer's option. For purposes of this benefit, these holidays shall commence at midnight. Officers working overtime on the four double time holidays shall receive double time pay for the hours worked.

ARTICLE XI OVERTIME

11.1 An officer, while on his regular shift, who is required to work more than eight (8) hours shall be paid overtime at the rate stated below. Further, if more than 160 hours are worked by an officer in one four-week shift, all hours in excess thereof shall be paid at the rate of time and one-half.

11.2 All overtime worked shall be paid at time and one-half (1 1/2) for each overtime hour. Where a fraction of an hour is worked overtime, the following schedule shall apply:

Less than 15 minutes - 15 minutes
Less than 30 minutes - 30 minutes
Less than 45 minutes - 45 minutes
More than 45 minutes - 1 hour

This proration shall also be applicable for periods where over one (1) hour is worked. Election may be made by an officer to accumulate thirty (30) hours at time and one-half (1 1/2) in lieu of overtime pay.

11.3 Call Back 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.

11.4 Court Time When required to attend the Fortieth Judicial District Court, while not on duty, an officer shall receive a minimum of three (3) hours pay at time and one-half.

11.5 When required to attend any Court, while not on duty, an officer shall receive a minimum of three (3) hours pay at time and one-half. This shall also apply to hearings at the Liquor Control Commission, License Appeal Board.

11.6 If required to make two or more appearances at two different courts (including the LCC or the License Appeal Board) within three (3) hours on any given day, the officer shall receive a minimum of three (3) hours pay at time and one-half but not more than time actually spent in attendance at the two appearances. This minimum guarantee shall also apply to off-duty time spent by an officer on court related matters arising out of the performance of the officer's duties as police officer, such as conferences with city attorneys, attendance at depositions, preparation of interrogatories, etc.

11.7 Time actually spent shall include travel time except with respect to the Fortieth Judicial District Court.

11.8 Stand By. When an officer is notified to stand by for emergency duty, he/she shall receive two (2) hours pay for each twenty-four (24) hour period.

11.9 Training Time. When an officer is required to attend a Police Training School in the City, he/she shall be paid time and one-half (1 1/2) for those hours in attendance. While attending schools outside of the City, if an officer is required to travel during his off-duty hours, he/she shall receive up to a maximum of three (3) hours travel pay. This provision shall not apply to police officer candidates who are attending the police academy.

11.10 Equalized Distribution of Specialized Overtime. A rotating list shall be maintained to guarantee equal opportunity in distribution of all special overtime. This list shall be posted on the P.O.A. Bulletin Board.

11.11 The officer in charge of a shift shall have the authority to call in additional manpower.

11.12 All accumulated compensatory time shall be paid upon the death, retirement or separation from service of an officer.

ARTICLE XII VACATIONS AND LEAVES OF ABSENCE

12.1 Upon completion of one (1) year of service, each officer shall earn two ten-day (working days) vacations, retroactive to his date of hire. Vacations shall be earned on a calendar year basis and shall be prorated for less than a full year's service. To earn a month's service, an officer must have ten (10) days credited on his payroll record.

12.2 Vacations shall be scheduled from January through December. The vacation year will be divided as follows:

Winter Vacation: January through March and October through December.

Summer Vacation: April through September.

12.3 The manner of vacation selections shall be Department policy mutually agreed upon by the Chief of Police and the St. Clair Shores Police Officers Association. This policy shall be covered by the grievance and arbitration procedures.

12.4 The following vacation schedule shall apply:

After completion of ten (10) years service - 4 additional days per year.
After completion of fifteen (15) years service - 6 additional days per year.
After completion of twenty (20) years service - 8 additional days per year.
After completion of twenty five (25) years service - 10 additional days per year.

(These additional vacation days shall not restrict regular vacations selected by other officers).

12.5 Upon written request of the officer, vacation time may be accumulated up to a maximum of twenty-five (25) vacation days, with the prior approval of the Chief of Police.

12.6 The exchange of days shall be permitted within a platoon -- the abuse of this policy may result in discontinuance -- at the discretion of the Chief of Police.

12.7 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.

12.8 Educational 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.

1. No more than two (2) officers will be allowed to be on an educational leave at one time, unless permission is otherwise granted by the Chief of Police.
2. Upon completion of said leave of absence the officer or officers shall be returned to permanent duty without loss of seniority, nor shall he/she be obligated to any other requirements before being returned to duty. Seniority will not accumulate.

12.9 Other leaves of absence for:

1. Illness leave (physical or mental) may be granted for a period of one (1) year.
2. Prolonged illness in the immediate family of spouse, children, step-children, or wards, for a period of one-half (1/2) year.

12.10 Such leaves of absence may be extended for a like cause upon approval of the Chief of Police.

12.11 The officer will be required to furnish a letter from his doctor recommending such leave under Section 12.9, and the City may require another medical opinion at a doctor of its choice.

12.12 At the conclusion of such leave of absence, the officer shall be returned to permanent duty upon notification from the officer's doctor stating that he/she is physically and mentally able to perform his regular duties. The City may require another medical opinion at a clinic of its choice. Upon agreement of both the officer's doctor and the clinic, the officer shall be returned to duty without loss of seniority, however, seniority will not accumulate during absence. Benefits may continue with the employee contributing the City's share of the premium.

**ARTICLE XIII
SICK LEAVE**

13.1 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.

13.2 All members of the bargaining unit shall be paid for all sick leave days accumulated in excess of two hundred (200) days (1600 hours). 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 two hundred (200) days as time off immediately prior to retirement shall be discontinued. Payment for sick leave days in excess of two hundred (200) days (1600 hours) shall not be counted towards the final average compensation for pension purposes, except for those officers who have in excess of two hundred (200) days at time of ratification.

13.3 Although payment of hours accumulated in excess of 1600 hours shall take place in accordance with the schedule set forth above, officers who currently have accumulated in excess of two hundred (200) days (1600 hours) and who retire prior to the actual payment of the excess accumulated hours shall be deemed to have received payment for all hours accumulated in excess of 1600 hours for purposes of final average compensation. Actual payment of those hours after retirement shall be made at the rate of compensation in effect at time of retirement.

13.4 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 which he/she was unable to complete.

13.5 Serious Illness of Spouse, Child. The serious illness of a spouse or child shall warrant use of sick leave by the officer, after arrangements have been made with his immediate supervisor.

13.6 Notice of Accumulated Time. At the close of each calendar year, the city shall post a list on the Police Officers 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.

13.7 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/she shall secure the approval of the employer, who shall not withhold approval arbitrarily or unreasonably.

13.8 Loaning Sick Time. No officer shall be permitted to loan sick days unless he/she shall have accumulated twenty-five (25) earned sick days; and further, no officer shall be permitted to pay back the borrowed sick time until the employee shall have accumulated twenty-five (25) sick days upon his return.

13.9 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.

13.10 Members of the bargaining unit may not convert vacation, overtime or accumulated compensatory time into sick leave days unless a verified illness or injury causes an employee to use of twenty (20) continuous sick leave days, in which case the bargaining unit member may utilize the conversion of vacation, longevity, overtime or accumulated compensatory time to rebuild his sick leave bank to that level which existed prior to said illness or injury. Members may convert a maximum of four (4) longevity (vacation) days to the sick leave bank annually up to the two hundred (200) day (1600 hours) cap. Election to convert shall be made between December 1 and December 15 each year.

ARTICLE XIV FUNERAL LEAVE

14.1 In the event of a death in the immediate family of the officer, he/she shall be entitled to the day of death and 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, grandfather-in-law, grandmother-in-law, mother-in-law, father-in-law, stepmother, stepfather and stepchild.

14.2 Officers shall be entitled to one (1) day off with pay, when so required, in the event of the death of: aunt, uncle, aunt-in-law, uncle-in-law, niece, nephew, brother-in-law, and sister-in-law.

14.3 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 day shall not be deductible from sick time or vacation time.

**ARTICLE XV
PERSONAL AND BUSINESS LEAVE**

15.1 Three (3) personal leave days per year may be taken. These days shall not be deducted from sick leave days. In addition, members of the bargaining unit may use one sick leave day per year for purposes of personal business. This day shall be deducted from the employee's sick leave bank.

15.2 Leaves of absences falling under the provisions of the Family Medical Leave Act shall be applied consistent with the terms and conditions of the Family Medical Leave Act.

**ARTICLE XVI
PENSION ACT 345**

16.1 The Final Average Compensation shall include all remuneration received through payroll checks issued to employees before the retirement date excluding ICMA, military, prior service time and layoff lump sum payments to members. It shall exclude only accumulated sick pay paid in a lump sum upon retirement and vacation pay paid upon retirement.

16.2 The highest three (3) years out of the last ten (10) years shall be used in computing final average compensation.

16.3 Employees may retire after twenty-five (25) years of service regardless of age.

16.4 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 of service to a maximum of 80% times the final average compensation.

16.5 The City's contribution to the retirement system (Defined Benefit Plan) shall be increased to the extent necessary, if any, so as to offset the reduction in the member's contribution to the retirement system and assure the actuarial sufficiency of the system as required by MCLA 38.559. Effective the first pay ending 07/98; the employees of the unit shall contribute to the pension fund as follows:

<u>Step</u>	<u>Pension Contribution</u>
Academy	2%
Start	2%
Six months	2%
One Year	2%
Two Years	2%
Three Years	2%
Four Years	2%
Five Years	3%
Ten Years	4%
Fifteen Years	5%
Twenty Years	5%
Twenty Five Years	2%

16.6 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.

16.7 Annuity Withdrawal. Members of the bargaining unit may, thirty (30) 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. Effective July 1, 1998 there shall be no reduction of the employee's pension as a result of electing the annuity withdrawal option.

16.8 An officer's sick leave bank shall not be reduced below two hundred forty (240) hours as a result of this application of this Section. An officer's cap on sick leave payment at retirement (established at 1600 hours) shall be reduced pro rata by the amount of sick leave hours utilized to purchase prior military service.

16.9 The parties agree that the amount of sick leave and accumulated vacation time paid out at retirement pursuant to Article XIII Section 1, 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.

16.10 A member may purchase up to three 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.

16.11 Retirees and their spouse, if the retiree predeceases the spouse in death, 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 predeceases the retiree in death.

**ARTICLE XVII
 WAGES**

17.1

<u>Step</u>	<u>First Pay Ending July 1998</u>	<u>First Pay Ending July 1999</u>	<u>First Pay Ending July 2000</u>
Academy	\$30,652	\$31,495	\$32,778
Start	\$33,010	\$33,918	\$35,300
Six Months	\$35,368	\$36,341	\$37,821
One Year	\$37,725	\$38,762	\$40,343
Two Years	\$40,083	\$41,185	\$42,864
Three Years	\$42,441	\$43,608	\$45,385
Four Years	\$44,799	\$46,031	\$47,907
Five Years	\$47,157	\$48,454	\$50,428
Ten Years	\$48,055	\$49,377	\$51,377
Fifteen Years	\$49,009	\$50,357	\$52,384
Twenty Years	\$49,851	\$51,222	\$53,273

17.2 Those employed with 25 years of service as of January 1, 1995 will receive \$1,142 lump sum every January.

17.3 A newly appointed certified officer with three (3) years of relevant experience, subject to the approval of the Chief, may start at the six (6) month step.

17.4 The hourly rate of compensation for all employees shall be calculated on an annual basis using 2080 hours.

ARTICLE XVIII INSURANCE

18.1 Life and Accident. Insurance as follows with no change in employee contribution: All employees - \$40,000.

18.2 Medical and Hospitalization. The Blue Cross Blue Shield Preferred Provided Organization (PPO) program shall 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 (\$5.00 DEDUCTIBLE), PD-MAC, MASTER MEDICAL, TRUST 15, PLUS 15, MMC-POV, HMN, BMT, RAPS, RAPS 2, XTMJ, MMCXTMJ, PTB, MMC-PTB, Preferred RX, VST, FAE-RC. In addition to this, employees may participate in mail order prescriptions with a \$5.00 deductible for each employee (probationary employees included) and their family. Retirees shall receive the same benefit (with full family coverage) however, without the PPO and MMCPOV rider. 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. Widows of deceased retirees shall receive complete coverage under this Section as long as he/she receives City Pension benefits under a plan of the Pension and Retirement Act. This coverage, which provides for a semi-private room, shall include for a period of two (2) months all seniority and probationary employees who have exhausted their vacation and sick days. 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.

The members of the bargaining unit may use the alternative health care provider SelectCare. However, the employer agrees to pay the cost for SelectCare up to the PPO rates. If any one coverage rate exceeds the PPO rate, then the employee agrees through payroll deduction to pay the monthly premium difference.

18.3 Dental Insurance. The City shall provide at no cost to employees Delta Dental Insurance covering each Employee and the Employee's allowable dependents per carrier definition, with a benefit level of eighty (80%) percent of 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.

18.4 Orthodontics. Officers shall be provided a Delta Dental orthodontic rider, \$1,000 maximum, fifty (50%) percent co-pay.

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

18.6 The City may change insurance carriers at any time with the permission of the Union.

18.7 The City may, at its discretion, enter into an administrative service contract with the City's hospitalization insurance carrier.

**ARTICLE XIX
WORKER'S COMPENSATION**

19.1 Sick Leave. Provisions of the Worker's Compensation laws in 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 the result of an injury or sickness arising from the performance of his duty shall be paid by the City at eighty (80%) percent 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.

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

19.3 When an employee is off work due to an alleged work related injury that is contested by the City, the officer shall remain off work while disabled and utilize sick leave pursuant to the agreement. Overdraws would be allowed. If a resolution of the dispute results in a finding that the injury was work related, then the sick leave would be re-credited to the officer's sick leave bank. If the officer was off work for more days than were accumulated in his sick bank and the injury was determined to be unrelated to his employment, then the City would recoup the overdraws in the manner in which it has in the past.

**ARTICLE XX
SENIOR PATROL OFFICER**

20.1 After 20 full years of seniority in the bargaining unit, a bargaining unit member will be identified as a Senior Patrol Officer which will be accomplished through corporal stripes with no increase in pay or addition of supervisory duties.

**ARTICLE XXI
DISABLED OFFICERS**

21.1 When an officer is disabled off duty as a result of injury or illness and has medical clearance to work a limited duty position and the Employer decides there is a limited duty position available that officer shall be counted as if working on his regularly scheduled shift. When the officer is fit to return to unlimited duty, the officer shall be returned to the same platoon or division in which he/she was a member prior to his disability.

21.2 Notwithstanding the above, nothing herein restricts any rights the employee may have under the Americans with Disabilities Act.

**ARTICLE XXII
CLOTHING AND CLEANING**

22.1 Each officer shall receive a clothing and equipment improvement allowance once a year in the amount of \$500.00. "Plain clothes" officers shall receive an annual clothing allowance of \$950. No receipts are required for proof of purchases. Allowances are payable July 30 of each year combined with the July shift differential.

22.2 Each probationary officer shall receive a complete uniform furnished by the City at time of hire. The winter uniform shall include the following: one winter hat, one winter nylon jacket, two pairs of winter pants, four (long sleeve) shirts and one winter fur hat. The summer uniform shall include the following: one summer hat, one summer blouse, two pairs of summer pants, four (short sleeve) shirts. A Garrison Belt shall also be included. On July 1 following the date of hire, the new officer shall receive a pro-rata Clothing and Equipment Improvement Allowance based on the following schedule:

<u>Month of Hire</u>	<u>Amount</u>
July	\$500.00
August to September	\$350.00
October to December	\$250.00
January to March	\$150.00
April to June	\$ 0.00

22.3 Any new hire whose employment is terminated prior to the completion of one (1) year of service shall refund to the City any clothing allowance the employee has received. Said refund shall, if necessary, be made by means of a payroll deduction.

22.4 The following equipment shall be furnished by the City:

- Badges
- Service Weapon and Ammunition
- Handcuffs and Carrier
- Holster
- Sam Browne Belt
- Night Stick
- Raincoat
- Whistle
- Cartridge Case (12 Round Type)
- 3 Cell Flashlight and Batteries
- Riot Helmet and Face Shield
- Gas Mask
- Riot Baton

22.5 The City will repair or replace any items broken or damaged in the line of duty (watches and ornamental jewelry up to \$50.00 in value) not through the negligence of the officer. Personal prep radios shall be carried at the owner's risk.

22.6 Each officer shall receive a cleaning allowance in the amount of \$500.00, payable the first pay date in August of each year.

22.7 The Employer shall not be responsible for providing and maintaining any physical training, clothing and equipment for probationary employees that may be required by the Academy.

ARTICLE XXIII SHIFT DIFFERENTIAL PAY

23.1 An officer whose shift starts at or after 11:00 a.m. shall be entitled to shift differential pay in the amount of 3 1/2% of his regular pay. An officer whose shift starts at or after 11:00 p.m. shall be entitled to shift differential in the amount of 6 1/2% of his regular pay.

23.2 Shift differential shall be paid semi-annually on or before January 30 and July 30, respectively. The January shift differential shall be paid in one of the regular bi-weekly pays. The July shift differential shall be paid by separate check combined with the clothing allowance.

**ARTICLE XXIV
LUNCH TIME**

24.1 All officers shall be entitled to a half-hour lunch period during his eight (8) hour tour of duty.

**ARTICLE XXV
SCHOOLING**

25.1 Supplemental Pay for Higher Education:

25.1.1 Except as provided below, the City agrees to pay each member of the bargaining unit an annual supplemental pay on the following basis:

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

25.2 Employees hired after July 1, 1981 will not be entitled to the supplemental pay for higher education until they reach the fifth year wage level.

25.3 The annual payment for acquiring educational objectives under this plan shall be made annually on October 1 based on credits earned as of September 1. The payment shall be deemed prospective until June 30 of the fiscal year in which the payment is made.

25.4 Prior to commencing any courses and/or curriculum, the employee must have prior approval of the Chief of 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.

25.5 An educational committee consisting of one (1) member from the Association and two (2) members appointed by the City shall be established within sixty (60) days of signing the contract. (Any question of eligibility of courses or credits shall be referred to this committee).

25.6 The cost of books, supplies and tuition will be assumed by the City for any employee who may wish to further his education in the field pertaining to the Police Department. An employee must receive a passing/satisfactory grade to receive payment. Reimbursement of tuition and books shall not exceed \$1,500 annually, City will reimburse up to one Bachelor degree.

ARTICLE XXVI BULLETIN BOARD

26.1 The City shall provide a Bulletin Board of adequate size for the Police Officers Association to post Association Business. This Board shall be located in the Police Station in an area desirable to the Association.

ARTICLE XXVII VEHICLES

27.1 Officers shall not be required to drive alone in a police vehicle from dark to the ending of their shift.

27.2 The City shall provide air conditioning, tinted windows and electric windows on all newly acquired cars for the following divisions: Patrol, Traffic, Juvenile, Crime Prevention Bureau and Warrant Office and/or all divisions where patrolmen are assigned.

**ARTICLE XXVIII
MANAGEMENT RIGHTS**

28.1 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 as such are modified, limited or relinquished herein, are reserved to and remain vested in the City.

**ARTICLE XXIX
MAINTENANCE OF CONDITIONS**

29.1 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 the execution of this Agreement.

29.2 There shall be no loss of bargaining unit positions as a direct result of implementation of the civilian central dispatch system.

**ARTICLE XXX
ADOPTION BY REFERENCE**

30.1 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 XXXI
LAYOFFS AND RECALLS**

31.1 Layoffs and recalls shall be by seniority and shall be in accordance with Act 78 of the Public Acts of 1935, as amended.

31.2 Notice of Layoff. Whenever possible, the City will provide at least fourteen (14) calendar days notice prior to layoff.

Upon written request, members of the Association who have been laid off for a period in excess of thirty (30) consecutive days may receive payment on a pro-rata basis for monies which have accrued to their benefit, if any, on the following fringe benefits: longevity, vacation pay, holiday pay, school pay, shift premium, personal leave days, and accumulated time. The City shall pay such amounts, if any within thirty (30) days after receipt of such a request. Similarly, upon written request, laid off officers may, after (30) days, request payment of any monies paid into the retirement system, payment to be made within (60) days of the written request. Upon recall, the officer shall, within one (1) year following re-employment, repay to the retirement system any amounts previously withdrawn by him from the retirement system together with interest at two (2%) percent per year. Failure to repay said amount within one (1) year shall result in loss of seniority from the Department and termination of employment from same.

31.3 Upon being laid off continuously in excess of one (1) calendar year, all accumulated sick leave credits up to two hundred (200) days shall be paid to the officer (employee) upon his written request.

31.4 The City shall assume the full cost of hospitalization insurance for the first full month of layoff of any member of the Association. For purposes of this provision, a full month of layoff shall be defined as one which begins on the first scheduled work day of any calendar month. The City shall assume seventy five (75) percent of the insurance premium for the second full month of layoff and fifty (50) percent for the third through sixth month of layoff. The employee payment for any month is to be received by the 10th of the month preceding the month for which payment is due. Failure to receive payment by the 10th of the month shall relieve the City of further obligation under this provision. The City shall have no obligation for continuing hospitalization insurance for the laid off employee after the sixth month of layoff. However, as provided by COBRA, the employee may continue his group hospitalization insurance by paying the monthly premiums to the City by the 10th of the month preceding the month for which payment is due.

**ARTICLE XXXII
LIABILITY INSURANCE**

32.1 The City shall provide adequate liability insurance which will hold officers harmless from any and all civil claims arising out of the performance of their duties as St. Clair Shores police officers.

**ARTICLE XXXIII
BUREAU TRANSFERS**

33.1 All areas of special unit assignments are involved in the St. Clair Shores Police Department except the following:

- A.** K-9 Program
- B.** Special Investigations-Narcotics/D.A.R.E.
- C.** Undercover Narcotics

Any new sections, divisions or grant positions initiated after this agreement, may be brought into this program after a special conference between the Association and the chief.

33.2 All St. Clair Shores police officers except probationary officers are eligible for participation.

33.3 Assignments under this article shall follow shift selection procedures and last for no more than five (5) years or until the next shift pick after the fifth year. An Officer with at least twenty three (23) years seniority may request a waiver of the 5-year limit on assignment.

33.4 Officers assigned under this section, upon the completion of the five (5) year term, shall rotate back to the patrol division/service bureau. Officers cannot succeed themselves in an assignment under this article until they have served in the patrol division/service bureau for two (2) years. Officers may sign up for another bureau provided they have just completed a one (1) year patrol division/service bureau assignment. However, if there are more vacancies than eligible officers, the senior officer may succeed themselves.

33.5 Officers serving in positions with terms of less than three (3) years are eligible to apply for other vacancies in the bureau positions upon the completion of their terms. Officers serving three (3) or more years in any of the bureau positions or who voluntary fail to complete their term, must comply with the waiting period set forth in paragraph four. Removal for cause shall be considered the same as completing the term of the position.

33.6 Commencing with the first shift pick in 1999, at least one but no more than the two (2) senior officers with at least five (5) years in the affected unit, will rotate out. This will repeat itself in succeeding years until a five (5) year rotating schedule is implemented.

33.7 Assignments to the units shall be posted declaring the number of positions available, and the type of assignment that is to be filled. Officers will indicate their interest, in writing, to the chief within the selection period for shifts. Assignments will be based upon seniority. Officers may be excluded from the bureau transfer program for up to two (2) years as part of their discipline.

33.8 Officers will serve a six (6) month probationary period commencing with each unit assignment under this article. During this time, the chief may remove an officer from the assignment for cause.

33.9 Issues arising out of the implementation and management of this article are subject to a special conference between the chief and Association. The conference is to be held within ten (10) days of the request by either party.

33.10 For the purposes of implementation of this new program, persons already assigned to a bureau shall have their five years start as of January 1, 1994, or as of the date they were assigned to the bureau whichever is later.

33.11 Temporary transfers shall not exceed fifty-six (56) days and may not be extended.

33.12 When a bureau is reduced or eliminated and is restaffed or reinstated within a one (1) year period, the previous employees shall also be reinstated upon the employees' request by seniority.

33.13 When an officer requests a bureau transfer from other than patrol, he/she must submit a request in writing to the chief of police and then shall be transferred within twenty-eight (28) days.

**ARTICLE XXXIV
FIELD TRAINING OFFICER**

34.1 A Field Training Officer program may be implemented for the training of new officers with the mutual agreement of the union and the administration. The parties will mutually work on the formation, implementation, selection and compensation of the field training officer position.

**ARTICLE XXXV
TERM OF CONTRACT**

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

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

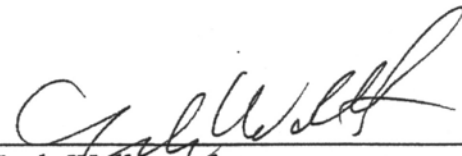
35.3 Extension: In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

**MICHIGAN ASSOCIATION OF POLICE
ST. CLAIR SHORES POLICE
OFFICERS ASSOCIATION**

CITY OF ST. CLAIR SHORES

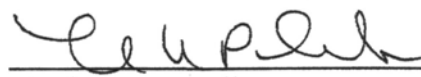


President

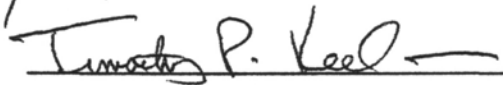


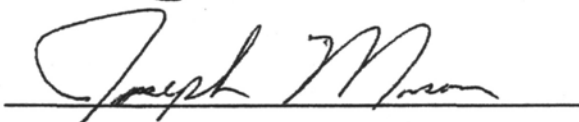
Mark Wollenweber
City Manager





Linda K. Paladino
Asst. City Mgr/Personnel Director





Date: 9/28/98

Approved by City Council: 8/03/98

APPENDIX A

MINIMUM MANNING REQUIREMENTS

Patrol Division

Day Shift: 8 a.m. to 4 p.m. - 6 officers

Afternoon Shift: 4 p.m. to Midnight - 8 officers

Midnight Shift: Midnight to 8 a.m. - 6 officers

Pursuant to the Act 312 Arbitration Award, there shall be no minimum manpower requirements for the Department's Service Bureau or Traffic Division.

**LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND THE
ST. CLAIR SHORES POLICE 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

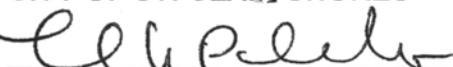


Fred Timponer, Director

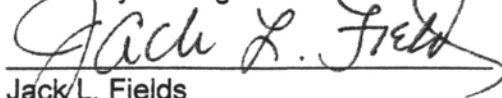


Gary Sopfe, President

CITY OF ST. CLAIR SHORES



Linda K. Paladino
Asst. City Manager/Personnel Director



Jack L. Fields
City Clerk

3-13-98
Date

LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
POLICE OFFICERS ASSOCIATION (MAP)

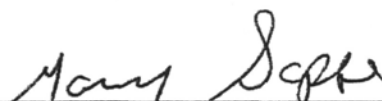
The parties to this Agreement, through collective bargaining negotiations pursuant to PERA, MCL 423.201 et. seq., hereby agree that where the City desires to hire patrol officers, the City, in the exercise of its discretion, may determine that any eligibility list obtained will expire after a period of time less than or equal to two years from its creation, without regard to the provisions of Act 78, MCL 38-501 et. seq. At the end of this period of time, the City may extend the expiration date or may obtain a new eligibility list.

For the City of St. Clair Shores



Mark Wollenweber
City Manager

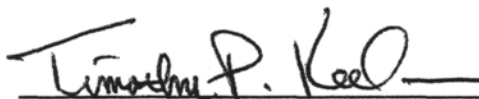
For the Union



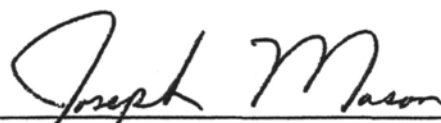
Gary Sophe,
President



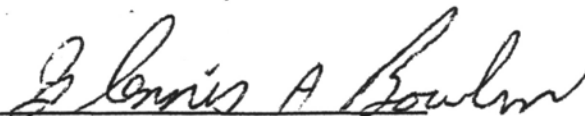
Linda K. Paladino
Assistant City Manager/Personnel Director



Timothy Keehan
Vice President



Joseph Mason
Treasurer



Glen Bowlin
Secretary

7/14/98


Date

LETTER OF UNDERSTANDING
BETWEEN
THE CITY OF ST. CLAIR SHORES
AND
THE MICHIGAN ASSOCIATION OF POLICE (MAP)
AND
THE ST. CLAIR SHORES POLICE OFFICERS ASSOCIATION

The below signed parties agree Officers Knopf, Hensel and Emmi may request a waiver of the five (5) year limit on assignments to bureaus.

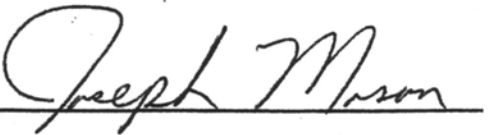
Should any one of these officers request such a waiver, it shall be granted by the Employer. The Employer is allowed to deny such waiver but only for cases of just cause.

FOR THE UNION

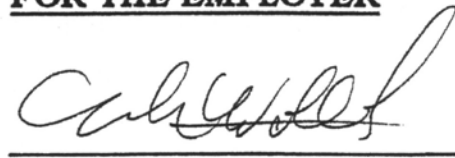


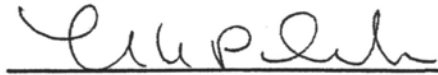




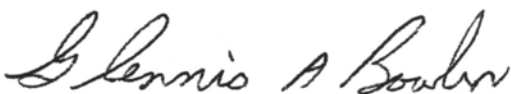


FOR THE EMPLOYER





Dated: 9/28/98

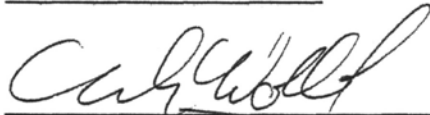


**LETTER OF UNDERSTANDING
BETWEEN THE
CITY OF ST. CLAIR SHORES
AND
MICHIGAN ASSOCIATION OF POLICE/ST. CLAIR SHORES POA**

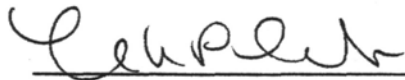
The parties to this Agreement, through collective bargaining negotiations pursuant to PERA, MCL 423.201 et.seq., agree to the following items effective when all parties have signed this agreement:

1. **New Hire Eligibility List** - It is hereby agreed that when the City decides to hire Police Officers, it may, in the exercise of its discretion, establish an entry position eligibility list of less than two years duration notwithstanding the provisions of Section 11.(2) of Act No. 78, MCLA 38-511. Upon expiration of such list, the City may obtain a new eligibility list or extend the list's expiration date, provided the new expiration date is no later than two years after the list's establishment.

**FOR THE CITY OF
ST. CLAIR SHORES**



Mark Wollenweber
City Manager

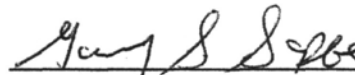


Linda K. Paladino
Assistant City Manager/Personnel Dir

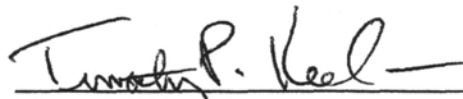
FOR THE UNION



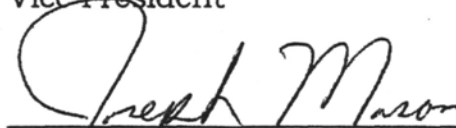
Fred Timpner
Executive Director



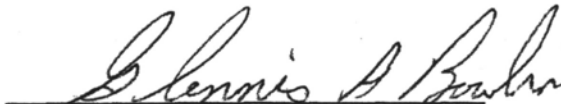
Gary Sopfe
President



Timothy Keelan
Vice President



Joseph Mason
Treasurer



Glen Bowlin
Secretary

Date: 9/28/98

POA

	0.0275	2,080
<u>POLICE OFFICER</u>	<u>06/29/98</u>	<u>PER HOUR</u>
ACADEMY 65% (NON-CERTIFIED)	30,652	14.74
START 70%	33,010	15.87
6 MONTHS 75%	35,369	17.00
1ST YEAR 80%	37,725	18.14
2ND YEAR 85%	40,083	19.27
3RD YEAR 90%	42,441	20.40
4TH YEAR 95%	44,799	21.54
5TH YEAR 100%	47,157	22.67
10TH YEAR	48,055	23.10
15TH YEAR	49,009	23.56
20TH YEAR	49,851	23.97

REVISED 08/05/98
POA

