

3968

6/30/2001

AGREEMENT  
BETWEEN  
CITY OF STERLING HEIGHTS



AND  
STERLING HEIGHTS POLICE OFFICERS ASSOCIATION  
MICHIGAN ASSOCIATION OF POLICE



EFFECTIVE JULY 17, 1996 TO JUNE 30, 2001

*Sterling Heights, City of*

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

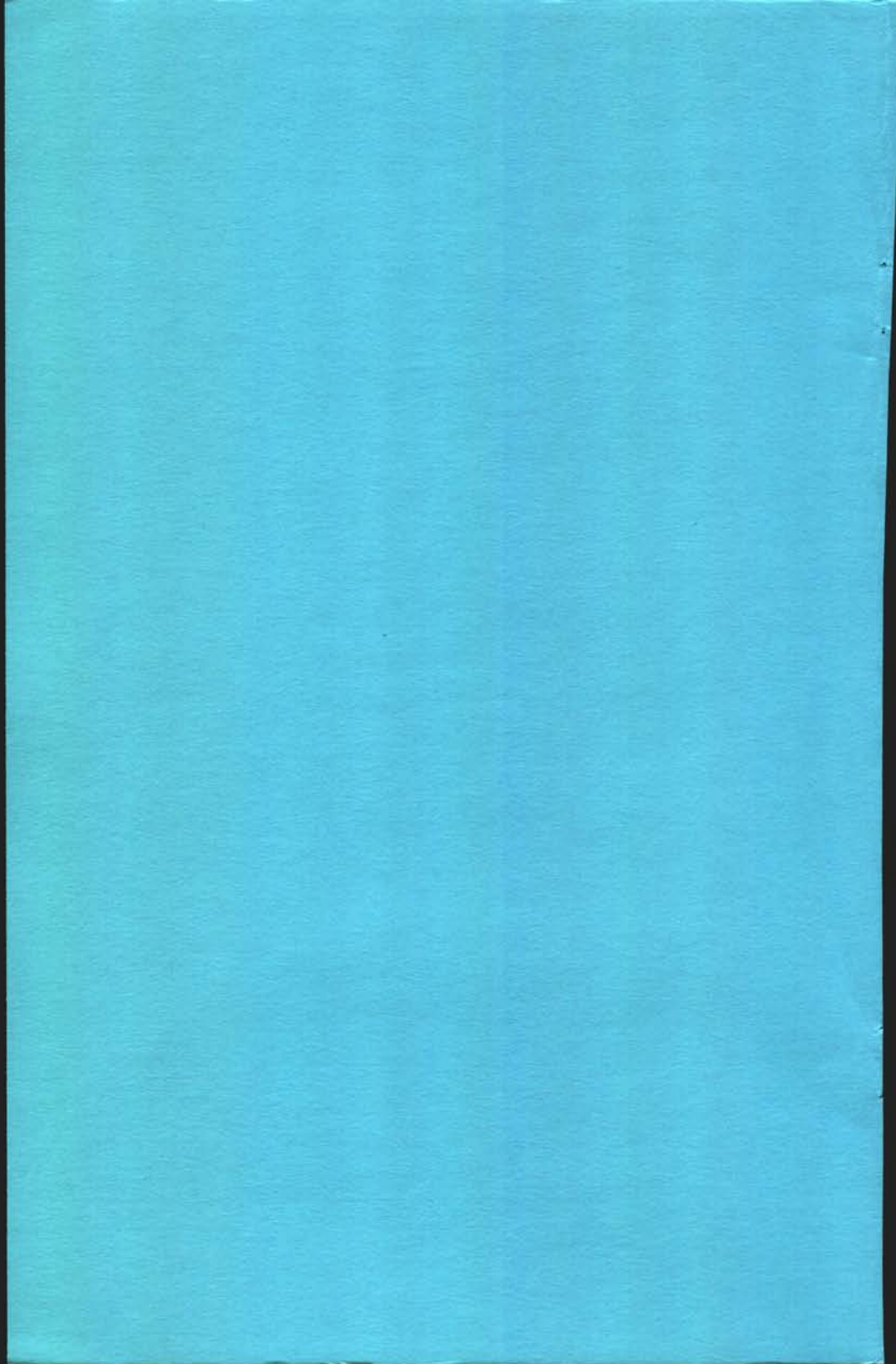


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## AGREEMENT

THIS AGREEMENT made and entered into between the CITY OF STERLING HEIGHTS (**Employer or City**), the MICHIGAN ASSOCIATION OF POLICE (**MAP**) and the STERLING HEIGHTS POLICE OFFICERS ASSOCIATION (**Association**).

### ARTICLE 1

#### Purpose and Intent

1.1 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Association.

1.2 The parties recognize that the interest of the community and the job security of the officers depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Association encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

1.3 This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged past practices between the City and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

1.4 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assignees.

### ARTICLE 2

#### Recognition

2.1 The Employer recognizes and acknowledges that the Association is the exclusive representative for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment and other conditions of employment for sworn Police Officers (**Officers**) under the rank of Sergeant.

### ARTICLE 3

#### Representation

3.1 The City shall allow four (4) members of the Association to be released from work at full pay for purposes of negotiations, grievances or other matters with City representatives. However, this shall not cover Association related activities, including but not limited to, preparation for the above-referenced purposes and preparation for grievance or 312 Arbitration, MERC, or the Courts. No shift adjustment shall be made as a result of negotiations or other meetings with the City for Association representatives meeting on their own time without approval of the City Manager or Chief of Police.

3.2 The Association shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer whose pay is in dispute or any other records of the City pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

3.3 Authorized representatives of MAP shall be permitted to visit the operation of the Employer during working hours to talk with officers in the Association, and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

3.4 A MAP representative shall be part of the Bargaining Committee.

### ARTICLE 4

#### Grievance Procedure

4.1 A grievance is defined as a difference, dispute or complaint between the City and the Association as to the application or interpretation of this Agreement, which includes all department rules and regulations, and it is mutually agreed that grievances shall only be allowed on items contained in this Agreement, during the life of this Agreement.

4.2 Every officer in the Association shall have the right to present grievances in accordance with the procedure herein.

4.3 While the Association represents probationary officers, the parties mutually agree that probationary officers may be dropped, discharged, fired or suspended during the probationary period without recourse to the grievance procedure.

4.4 The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to and an earnest effort shall be made to promptly resolve grievances in accordance with the procedure provided herein. Resolution at the lowest possible level of supervision is encouraged.

4.5 Grievances shall be filed in writing within ten (10) days of the event, occurrence, or reasonable knowledge of the facts giving rise to the grievance. Once filed, the time limits may be extended upon mutual agreement, in writing, by the Association and the City. For purposes of this article, all time periods shall be calendar days.

4.6 Election of Remedies. When the same remedies are available for a dispute which arises under this Agreement under the grievance procedure which are available under any administrative or statutory scheme or procedure such as, but not limited to, a veteran's preference hearing, civil rights hearing or Department of Labor hearing, and the officer elects to utilize the statutory or administrative remedy, the Association and the officer shall not process the complaint through the grievance procedure provided for in this Agreement.

Nothing herein shall be construed to eliminate the right of an officer or the Association to apply to the Courts to compel compliance with terms of this Agreement by request for injunctive or other relief. Nor shall this article be construed to bar grievances which seek relief not within the jurisdiction or not available in the above other forums.

4.7 Grievances shall be processed according to the following steps:

STEP 1 - Verbal (Immediate Supervisor). Officers who believe they have a grievance may discuss their complaint with their immediate supervisor, with or without the presence of their representative. The parties shall discuss the grievance in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. Officers shall have the right to discuss the complaint with their representative before any discussion takes place with the supervisor. The supervisor shall make arrangements for the officer to be off the job for a reasonable period of time in order to discuss the complaint with their representative. The immediate supervisor shall give a verbal answer within twenty-four (24) hours.

STEP 2 - Written (Immediate Supervisor). If the matter is not satisfactorily settled by oral discussion at Step 1, a grievance may be submitted in written form by the representative to the appropriate immediate supervisor. The supervisor shall sign, date and time stamp the grievance form RECEIVED. The written grievance shall set forth the nature of the



grievance, the date of the matter complained of, the name(s) of the officer(s) involved, so far as diligent effort will allow, and the provisions of this Agreement, if any, that the grievant officer claims have been violated. The immediate supervisor shall discuss the grievance with the representative and the grievant officer within five (5) days of his receipt of the grievance and render a written answer to the representative within five (5) days of such discussion. The written answer shall outline in detail the basis or reason such decision was arrived at. Any documentation, orders or rules and regulations shall be attached.

STEP 3 - Chief. If the matter is not satisfactorily settled at Step 2, the grievance may be referred to the Chief. The Chief or his designated representative shall sign, date and time stamp the grievance form RECEIVED. The Chief or his designated representative shall hold a meeting with with Association Executive Board officers within seven (7) days after referral to this step to discuss the grievance. If not satisfactorily adjusted at this meeting, the Chief or his designated representative shall give his written answer within seven (7) days of the meeting.

STEP 4 - City Manager. If not satisfactorily settled at Step 3, the grievance may be referred to the City Manager. A meeting between the City Manager and/or his designated representative(s) and Association Executive Board officers shall be held within seven (7) days after referral to the City Manager to discuss the grievance. If not satisfactorily adjusted at this meeting, the City Manager or his designated representative shall give a written answer within fourteen (14) days of the meeting.

STEP 5 - Arbitration. Any unresolved grievance, having been processed through Step 4 of the grievance procedure, may be submitted to arbitration by either party (City or Association) in accordance with this Article. Arbitration shall be invoked by written notice to the other party of demand to arbitrate. The notice to arbitrate shall include names of suggested arbitrators. In the event the parties cannot agree upon an arbitrator within ten (10) days, they shall request that an impartial arbitrator to act as chairman be appointed from either of the American Arbitration Association (AAA), the Michigan Employment Relations Commission (MERC), or the Federal Mediation and Conciliation Service (FMCS) in accordance with their applicable rules and regulations.

Pre-Arbitration. Within thirty (30) days of requesting arbitration, the parties shall mutually agree to meet, discuss and exchange a completed Pre-

Arbitration Form (Appendix B) and copies of all evidence. At that time, the parties should arrange a mutual meeting to review the case and make any last minute changes. If such meeting fails to resolve the matter, the parties agree that only the items, witnesses and evidence presented at the pre-arbitration meeting shall be presented at arbitration. It is further agreed that the Association will present its case first at arbitration in cases regarding contract violations; and that in cases of discipline and rates for new positions, that the City shall present its case first.

4.8 The arbitrator shall limit his decision strictly to the interpretation or enforcement of this Agreement, and shall have no authority to:

- A. Require the City to purchase buildings, equipment or material.
- B. Add to, subtract from, alter or modify any of the terms of this Agreement.
- C. Grant a wage increase or decrease, except in cases of arbitration of new positions established by the City between contract periods.
- D. Substitute his discretion for the City's discretion in cases where the City has been given discretion by this Agreement.
- E. Decide any question, which under this Agreement is within the responsibility of the Employer to decide. In rendering decisions, the arbitrator shall have due regard to the responsibility of the Employer and shall so construe this Agreement that there would be no interference with such responsibilities except as it may be specifically limited by this Agreement.
- F. Grant any relief for any period of time whatsoever prior to the execution date of this Agreement. This shall not be the case, however, with regard to grievances over wages, hours or other terms of conditions of employment, which were timely filed prior to the execution date of this Agreement.
- G. Require the City to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretion which by State Law or City Charter, the City cannot delegate, alienate or relinquish.

4.9 The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case, except by express agreement of the parties.

4.10 The decision of the arbitrator shall be final and binding upon the City, the Association and the grievant officer, and there shall be no appeal of the arbitrator's decision if made in accordance within the jurisdiction and authority of this Agreement.

4.11 The right of either party to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the final action taken on such grievance under Step 4 of the grievance procedure, and any grievance not submitted within such period, shall be deemed dropped.

4.12 In the event a case is arbitrated and the arbitrator finds there is no power to rule on such a case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

4.13 The expenses of the arbitrator shall be borne by the losing party. If the arbitrator is unable to determine the losing party, then the expenses of the arbitrator shall be shared equally by the City and the Association.

4.14 The City and the Association shall individually make arrangements for, and pay the expense of their respective witnesses.

4.15 Grievant officers, Association representatives and any other Sterling Heights employee witnesses testifying before such proceedings shall not lose pay for the time off the job during arbitration proceedings.

4.16 All records, reports, and other information pertaining to a grievance proceeding, shall be made available within ten (10) days from written request. Requests for information from the City shall be directed to the City Manager.

4.17 Grievances affecting more than one (1) officer may be treated as group grievances and entered at Step 3 of the grievance procedure by the Association.

4.18 In instances where the subject matter of the grievance lies within the jurisdiction of specific City agencies, e.g., Payroll, etc., the grievance steps may be reduced in order to bring the grievance to the agency's immediate attention for a recommendation as to the action to be taken at Step 3.

4.19 Any unanswered or unresolved grievance automatically progresses to the next step and the City Manager is to be notified by the Association.

4.20 All settlements or agreements between the Association/MAP and the City shall be in writing signed by the Association/MAP and the City.

#### ARTICLE 5

##### Agency Shop

5.1 Membership in the Association is not compulsory. Officers have the right to join, not join, maintain, or drop their membership in the Association, as they see fit. Neither party shall exert any pressure on or discriminate against an officer with regard to such matters.

5.2 To the extent that the laws of the State of Michigan permit, it is agreed that all officers, including probationary officers, covered by this Agreement, shall be required as a condition of employment to either become a member of the Association or pay a service fee to the Association, which shall be equivalent to the Association monthly membership dues, for the duration of this Agreement.

#### ARTICLE 6

##### Dues and Deduction

6.1 The Employer shall deduct from the wages of each officer Association dues/service fees in the amount as prescribed by the Association. As per MCL 408.477, these deductions shall be made by the Employer automatically for those already in the Association and each time an officer is placed in the Association or returns from a leave of absence. This will be done according to the above law without the need of authorizations by the individual officer as long as the officer is receiving a paycheck from the City.

6.2 The Employer will deduct Association dues/service fees from the first and second pay periods in the calendar month. If an officer has no pay coming for such pay periods or if such pay period is the first pay of a probationary officer, such deduction shall be withheld from the immediately subsequent pay period.

6.3 The Employer will withhold from the pay of officers in any month, only the deduction incurred while officers have been employed with the City.

6.4 In the event that a refund is due an officer for sums deducted from wages and paid to the Association, it shall be the responsibility of the officer to obtain the appropriate refund from the Association.

6.5 All sums deducted by the Employer shall be remitted to the Treasurer of the Sterling Heights Police Officers Association.

6.6 In the event the Association requests that the Employer deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the Association that the additional amounts have been authorized pursuant to and under the Association's By-Laws.

6.7 The Employer shall not be liable for any remittance or payment of any sums other than those constituting actual deductions made, and, if for any reason it fails to make the deduction, the Employer shall deduct the appropriate amount from the officer's next pay in which such deduction is normally deducted after the error has been called to its attention by the officer or the Association.

6.8 Indemnification. The Association shall indemnify and hold harmless the Employer against any and all liability, which may arise by reasons of the deduction by the Employer of money as Association dues/service fees deducted from an officer's wages.

## ARTICLE 7

### Association Rights

7.1 Officers of the Association shall not be required to do work for another Employer.

7.2 The Employer agrees that it will not replace officers in the Association or require other persons, other than officers in the Association, to perform work which is recognized as the work of officers in the Association, except in temporary situations, training or cases of emergencies.

7.3 The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the officers covered by this Agreement (except as set forth in the Letter of Understanding regarding Detention) or contract with officers in the Association, individually or collectively, which in any way affect wages, hours or working conditions of officers covered by this Agreement. This is not to be construed to include the normal personnel actions as made by the Civil Service Commission such as recruitment, promotion or classification due to changes in organizational functions.

7.4 Bulletin Boards. The Employer shall provide a bulletin board in the Police Department for use by the Association. All notices shall be signed by a representative.

7.5 Officers, (including discharged officers), may see their personnel file and may also receive copies of anything describing their employment record--favorable and/or unfavorable.

7.6 A photo copy of the above information may be obtained. The Employer may charge after one (1) free copy of the file has been furnished.

## ARTICLE 8

### Discipline

8.1 The Employer shall not discipline officers without just cause.

8.2 The parties agree that officers shall have the rights guaranteed under the Weingarten Decision.

8.3 The Employer agrees that before officers can be disciplined by other than verbal reprimand:

- A. Written charges must be served upon the officer to be disciplined within ninety (90) calendar days of the infraction or within ninety (90) calendar days of when the Employer had knowledge of the infraction.
- B. The Association must be served with the written charges within ninety-five (95) calendar days of the infraction or when the Employer had knowledge of the infraction.
- C. The Association will be notified of any discipline given other than verbal reprimands.

8.4 Officers will have four (4) calendar days to present a written statement.

8.5 Seniority officers aggrieved by disciplinary action, may seek relief through the grievance procedure as outlined in Article 4 of this Agreement by going immediately to Step 3 (Chief).

8.6 If an officer or the Association grieve the discipline, the Chief shall release to the Association any and all write-ups, statements, investigations and reports relating

to this specific discipline. The above information shall be given to the Association before or at the very latest at the time of the grievance meeting at Step 3 (Chief).

8.7 Removal of Discipline. Documentation of discipline shall be removed from all Employer files after a period of not receiving any discipline:

- A. One (1) year for incidents or infractions not involving loss of time or wages.
- B. Three (3) years for incidents or infractions involving loss of time or wages equaling three (3) days or less.
- C. Four (4) years for incidents or infractions involving a loss of time or wages greater than three (3) days.

#### ARTICLE 9

##### Probation

9.1 Probationary Officers. All probationary officers shall serve a minimum one (1) year probationary period from their date of hire, which may be extended by the appointing authority, a maximum of three (3) months. The City will conduct a performance evaluation of all probationary officers after six (6) months of employment and probationary officers will be notified a minimum of sixty (60) days before the end of the one (1) year probation that their probationary period will be extended any length of time up to the maximum three (3) months.

9.2 After a probationary officer successfully completes the probationary period and any extensions thereof, the officer shall be placed upon the seniority list gaining seniority from date of hire as a Police Officer.

9.3 Promotion to Sergeant. No promotion to Sergeant shall be deemed permanent until after the successful completion of the six (6) month probationary period. At any time during the probationary period, probationary sergeants may be returned to their previous rank for cause in a similar manner as provided for in Act 78. If at the close of the probationary term, the conduct or capacity of the probationary sergeant has not been satisfactory to the Employer, the probationary sergeant shall be notified within ten (10) days in writing that they will not receive permanent appointment.

## ARTICLE 10

### Seniority

- 10.1 Seniority is the giving of a privileged status to officers who have attained continuous service with the Department. A "seniority officer" is defined as an officer who has successfully completed the probationary period.
- 10.2 Seniority rights shall not apply to probationary officers.
- 10.3 The Employer shall post a seniority list every six (6) months.
- 10.4 Loss of Seniority. Officers shall lose seniority only for the following reasons:
- A. Discharge.
  - B. Voluntary Quit
  - C. Layoff for a period of over two (2) years.
  - D. Absent for three (3) or more consecutive working days without notifying the Employer.
  - E. After being recalled from layoff and not reporting within seven (7) days.
  - F. At sole discretion of the Employer, items "D" and "E" above may be waived.
- 10.5 The criteria to determine seniority shall be based on date of hire. When conflicts arise as to identical dates of hire, the officer's placement on the Civil Service eligibility list shall be the criteria used to determine seniority. Seniority rights shall conform to contract language and shall also include the following:
- A. Officers shall continue to accrue seniority while on duty disability and/or duty disability pension.
  - B. Officers on non-duty disability shall accrue seniority up to two (2) years while on non-duty disability leave.



- C. Officers returning to work from layoff, duty disability leave and/or duty disability pension, and non-duty disability shall not be on probation.

10.6 Seniority preference shall apply as indicated in the selection of:

- A. Shift Assignment.
- B. Scheduled Leave Days (SLD's).
- C. Vacation Time (VAC).
- D. Compensatory Time (CMT).
- E. Personal Leave Time (PT).
- F. Assignment of Overtime. Equalized overtime prevails except under emergency conditions.

10.7 Criteria by Seniority Preferences.

A. Shift Selection.

1. All personnel assignments shall be made by the Employer.
2. Officers shall be allowed to indicate their preference, by seniority, the shift on which they prefer to work, and their SLD's, once manpower allocations have been set by the Employer.
3. The selections shall begin each March 20 and September 20, and end the last day of the first pay period of each April and October.

Upon completion of the shift selection process, there shall be a posting of new shift rosters.

The effective date of transfer will always be the first day of the second pay period of each April and October.

4. Once a selection preference is granted, officers will remain on

that shift until transferred or until the next shift selection period.

B. Exchange of SLD's. Officers may exchange SLD's within the same pay period as long as this does not cause overtime.

C. Vacations.

1. At the beginning of the six (6) month shift period, a vacation list will be supplied to all officers of that shift. This list will be maintained by the Shift Commander.
2. Officers will have the option of selecting their vacation in blocks of not less than one (1) week. This selection will be accomplished within ten (10) working days of the start of the second pay period of each April and October. Once vacation blocks are selected, officers must take their time off unless an emergency arises. Any vacation changes are subject to the approval of the Shift Commander.
3. The shift vacation list has priority over single vacation days. Each shift's vacation list shall be posted.
4. In case of transfers within the six (6) month period, officers transferred will be entitled to vacation time as originally approved and scheduled except in cases of extenuating circumstances.
5. On single vacation days, requests must be submitted at least two (2) weeks prior to the requested date in order to exert seniority rights. The Shift Commander may waive the two (2) week rule at his discretion.

D. Leave Time.

1. Vacation time, compensatory time and personal leave time must be approved in advance by the Shift Commander.
2. Under no circumstances will leave time be approved if officers have insufficient time in their accounts.

3. Should manpower needs drop below the shift's normal staffing requirements to serve the public or provide mutual protection to the officers, leave time may be canceled or denied at the discretion of the Shift Commander.
4. Leave time may be taken in one (1) hour increments.

10.8

When an officer is transferred:

- A. Job openings will be posted for ten (10) days, from each March 1st and September 1st. Officers being transferred from their present assignments shall be notified, in writing, by the Division Commander by each March 1st and September 1st.
- B. Department-Initiated Transfer. Seniority shall be honored with respect to the above and following sections. Transferred officers have the right to bump.
- C. Self-Initiated Transfer. When an officer requests an immediate transfer, the officer making the request will accept the shift and SLD's of the officer replaced. Once a selection is granted, the officer shall remain with the shift and SLD's for the duration of the selected shift period. Any changes must be approved by the Division Commander prior to the change.
- D. Transfers at any time for hardship or personal reasons may be requested and may be granted by the Chief of Police.
  1. Officers being granted an immediate transfer shall accept the shift and SLD's of the officer replaced.
  2. If the immediate transfer does not cause an officer to be replaced, the requesting officer shall have SLD's on the new shift according to seniority.
- E. Transfers that are necessitated by budget restrictions, creation of new bureaus, promotions, terminations or retirements may be made at any time to insure the smooth operation of the Employer, provided the job opening is posted for ten (10) days prior to the transfer.

F. Temporary transfers shall not be made for a period over sixty (60) days.

10.9 Setting of SLD's. Prior to shift selection, the Division Commander will set up an SLD chart. The chart will show two (2) full pay periods and illustrate the allowed SLD's. Each position shall have SLD's shown in the form of an "X" on the chart to indicate the days off. (See attached Appendix C.)

#### ARTICLE 11

##### No Strike - No Lockout

11.1 The Association agrees that all officers and agents shall be prohibited from engaging or encouraging others to engage in any strike, work stoppage, deliberate slow-down or interference of any operation of the City during the terms of this Agreement.

11.2 The Association agrees it will take prompt, affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, or work interference of any kind by notifying officers that it disavows these acts. The Association further agrees that the City shall have the right to discipline, (including discharge), officers who violate this Article.

11.3 The City agrees that it will not lock out any officer during the term of this Agreement. If any officer is unable to work because equipment or facilities are not available to them, such inability to work shall not be deemed a lockout under the provisions of this Section, and the officer will suffer no loss of wages or benefits unless formally laid off because of such inability to work. This lockout provisions shall not apply in the event of a strike.

#### ARTICLE 12

##### Layoff and Recall

12.1 Layoffs. In case of layoff, the Employer shall use seniority as prescribed by Act 78. Those officers laid off for more than one (1) year shall be required to pass a psychological and physical examination to be eligible for recall to their position.

12.2 Recall. The Employer shall give at least seven (7) calendar days' notice mailed to the last known address by Certified Mail. Officers who fail to make themselves available for work according to notice shall forfeit all seniority rights under this Agreement. However, the Employer at its sole discretion may make an exception.

## ARTICLE 13

### Military Service

13.1 Probationary officers who enter the Armed Forces must complete their probationary period, and upon completion, will have seniority equal to the time they spent in the Armed Forces.

13.2 Re-employment rights of officers will be limited to applicable Federal and State laws and regulations.

## ARTICLE 14

### Education

#### 14.1 Education Allowance.

- A. Upon receipt of an Associate's Degree in Law Enforcement, Police Administration or Criminal Justice, from an accredited college or university, officers shall be entitled to base pay at an annual rate that is Two Hundred Fifty (\$250) Dollars above the rate specified for them in this Agreement. Associate's Degree equals 12 cents per hour.
- B. Upon receipt of a Bachelor's Degree in Law Enforcement, Police Administration or Criminal Justice, from an accredited college or university, officers shall be entitled to base pay at an annual rate that is Four Hundred Fifty (\$450) Dollars above the rate specified for them in this Agreement. Bachelor's Degree equals 21.6 cents per hour.
- C. Furnishing proof of completion of education as referred to above is as follows:
  - 1. A certified copy of the official transcript mailed directly to the Employer.
  - 2. Presentation to the Employer of a copy of a diploma. If a diploma is not available, a letter from the Dean of the college stating all requirements for the degree have been completed may be acceptable.

14.2 Educational Assistance Program. This program is offered to encourage officers to improve their job skills, to increase their value to the City and to assist them in preparing for future advancement with the City. The scope of the program does not include special seminars or "short courses" of a few days duration, which will continue to be considered on an individual and departmental training basis as in-service training. The following provisions are established to govern the administration of the City's Educational Assistance Program:

- A. Application for Educational Assistance may be made by any seniority officer.
- B. Applications will be considered if the officer is eligible for or receiving funds for the same course from any other source (G.I. Bill, scholarships, vocational rehabilitation, etc.). However, reimbursement under this program shall be limited to the difference between the other funds for which eligible or received for the same course and reimbursement in accordance with this Article.
- C. Application will be approved by the Chief and City Manager's designee only for courses related to the officer's present job or related to a promotional position within the organization or to satisfy the general education requirement for such a degree.
- D. Reimbursement shall be made only for courses completed at accredited high schools, trade schools, colleges and universities.
- E. There shall be a Seventy-Five (75%) percent reimbursement for tuition, lab fees, and required textbooks to a maximum of One Thousand Dollars (\$1,000) per year based upon courses completed with a grade of "C" or numerical equivalent, or for non-graded courses when the grade received is "Satisfactory" or "Passing."
- F. Officers must submit an official school transcript showing final grade received. Officers shall be considered as having completed a class when they conclude the term for which the school quotes the tuition fee.
- G. As funds for educational assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Manager's Office. Approval and reimbursement for educational assistance is contingent upon the availability of funds,

the officer's successful completion of the course and adherence to the policies and procedures.

- H. Expenses, such as student fees, parking, mileage, shall not be part of the Educational Assistance Program.
- I. Officers under this program shall attend classes on their own time and without compensation from the City.

#### ARTICLE 15

##### Promotions

15.1 Purpose. The City and the Association are committed to the maintenance and advancement of qualified, experienced and dedicated Police Officers.

15.2 Promotional Committee:

- A. The promotional system shall be administered by a Promotional Committee consisting of five (5) members: two (2) appointed by the City Manager, two (2) appointed by the Association, and the fifth (5th) neutral member shall be selected by the other four (4) members.
- B. The neutral party will serve as chairman of the Promotional Committee.
- C. The Promotional Committee shall have responsibility for:
  - 1. The resolution of challenges to examination questions and assessment center factors and exercises.
  - 2. The overall administration of the promotional system.
  - 3. The Promotional Committee has the responsibility for resolving disputes arising from the inability of the City and Association to reach agreement as to the items contained in this Article.
- D. All decisions of the Promotional Committee, within the responsibilities enumerated above, will be final and binding on the Association and

the City.

- E. The Promotional Committee shall conduct an annual review of the promotional system and make written recommendations regarding amendments, deletions or additions. Within ten (10) days of the Promotional Committee's Annual Report, by mutual agreement, the City and the Association shall commence negotiations for an amended promotional system. Such annual re-opener does not, however, preclude the parties from mutually-amending the system at any time as may be necessary and appropriate to its effective operation.

15.3 This promotional system supersedes Act 78 for promotions.

15.4 Eligibility and Requirements for Sergeant's Exam. Officers with five (5) years or more seniority with Sterling Heights Police Department shall be eligible to test for the position. To determine officers' eligibility to take a promotional examination or to calculate their seniority credit, the closing date for determining their seniority shall be the date the promotional written test is given.

15.5 Testing Criteria.

- A. A bibliography for each test shall be determined by the Promotional Committee.
- B. Each test shall be administered and graded/scored by an independent testing agency to be selected by the Promotional Committee. The score used shall be the raw score converted to a percentage.
- C. The testing agency shall develop an appropriate test for the rank of Sergeant on the basis of the bibliography provided for in "A" above.
- D. Each test may be reviewed and approved by an outside consultant selected by the Promotional Committee before it is administered.
- E. The Promotional Committee may agree that a test be administered and graded/scored in accordance with procedures and standards established by the testing agency.

15.6 Examination.



A. Written Test.

1. The announcement of a test and the appropriate bibliography and assessment factors for such test shall be posted or otherwise communicated to testing officers four (4) months ahead of the examination.
2. Officers shall have thirty (30) calendar days from the announcement of a test in which to make written application to participate in such tests with the Sterling Heights City Clerk. Officers who are absent from duty more than thirty (30) days shall provide to the City Clerk an address where they can be contacted.
3. Examinations will be conducted no earlier than ten (10) days after the application period and no later than twenty-five (25) days after the application period. Due to extenuating circumstances, the twenty-five (25) day limit may be extended with the approval of the Promotional Committee.
4. Officers may see their examination after it has been corrected during a period set up by the Promotional Committee.
5. Officers may challenge the validity of an examination question. Such challenge must be in writing, stating the reasons, and be filed with the Promotional Committee within ten (10) calendar days of the test. Test scores will not be posted until expiration of the ten (10) day protest period.

B. Non-Written Examination.

1. All assessors shall be independent and neutral persons having no interest or connection, directly or indirectly, with the City or its representatives.
2. One-half (½) of the assessors appointed shall have actual knowledge and experience in Criminal Justice and/or Police Administration.
3. The remaining assessors appointed may have business, labor or professional backgrounds.

4. Assessors shall be selected by the Promotional Committee for each promotional test.
5. The Promotional Committee shall develop the factors and exercises for the assessment. Such factors and exercises will be submitted to a testing agency for final independent review and selective use in the assessment process.

C. Scoring the Examination.

1. Officers are eligible for further promotional testing only if the score on the written examination is a minimum seventy (70%) percent.
2. Written examination: Fifty (50%) percent of total score.  
Non-written: Fifty (50%) percent of total score.
3. If any question on the written and/or non-written examination is held to be invalid, the entire examination will not be deemed invalid; but, scores will be adjusted to reflect the total points possible.
4. After totaling the written score with the non-written score, officers who pass the above requirements will be given additional points for seniority at the rate of one-half (.5) point per year up to a maximum of ten (10) points commencing with those years in excess of five (5) years.

D. Eligibility Lists.

1. The Promotional Committee shall certify all eligibility lists, which will be maintained by the City Clerk's Office.
2. Eligibility lists will be valid for a period of two (2) years after each list has been certified by the Promotional Committee.
3. Eligibility lists, which have been challenged, shall be held in abeyance pending final resolution of the challenge by the Promotional Committee.

15.7 Miscellaneous Provisions.

- A. In the event no officers successfully qualify for a given position, those officers, and any other qualified, shall be afforded a second examination. In the event no one qualifies in this second examination, further testing shall include all Sterling Heights Officers with less than five (5) years seniority, except probationary officers.
- B. In the event that an officer on the eligibility list for promotion either declines that promotion or returns to their previous rank or grade as provided in Article 9, that officer shall be removed from the eligibility list. The officer so removed may re-apply and re-test when subsequent eligibility lists are to be established.
- C. All costs, fees and expenses to maintain and administer the promotional system shall be borne by the City.
- D. No officer shall be required to pay a fee for any examination required under the promotional system.

ARTICLE 16

Residency

16.1 All officers in the Association, if not residents of the County of Macomb at the time of their appointment, shall become residents within six (6) months after completing probation, and shall remain so while employed by the City. The Employer may extend the six (6) month period at its sole discretion.

16.2 If during the term of this Agreement, the Employer and any other collective bargaining unit agree on a residency clause or the Charter is changed by vote of the people, which allows members of that bargaining unit to become non-residents, the Employer agrees that such residency clause shall apply also to the Association. This provision would not apply to any modification of the residency requirement, which might result through arbitration proceedings available to other bargaining units.

ARTICLE 17

Hours of Work

17.1 Normal Working Hours. The work week shall consist of forty (40) hours;

however, officers will report in not later than fifteen (15) minutes prior to shift start. This fifteen (15) minutes shall be paid at time and one-half (1 ½).

17.2 Workday.

- A. The normal work day shall be eight (8) hours.
- B. Traffic officers, evidence technicians, and Youth Bureau officers (with the exception of one (1) eight (8) hour officer) shall work ten (10) hours per day.
- C. K-9 Unit officers shall work seven (7) hours per day for eight (8) hours pay for Fair Labor Standards Act compliance.

ARTICLE 18

Overtime/Compensatory Time

18.1 Overtime pay shall be one and one-half (1-½) times the hourly rate for all hours worked in excess of forty (40) hours in one (1) week, and/or beyond the normal shift in any one (1) day.

18.2 Overtime work shall be authorized by a supervisor.

18.3 Anytime the Employer decides that overtime is needed or required to perform a job usually done by an officer, that overtime shall be first offered and made available to officers regardless of bureau assignments.

18.4 Training. Officers with approved leave time shall not be required to attend scheduled training programs. Those officers on SLD's will report for training and be paid overtime for attending training. Those officers assigned to afternoon and midnight shifts shall receive shift premium for training.

18.5 Choice of Time or Pay. Officers have the choice of compensatory time or pay for overtime worked. Officers are to designate their choice at the time the overtime work is actually earned.

18.6 Compensatory time is earned by officers at the overtime pay rate.

18.7 The accumulated unused compensatory time for officers shall be computed by the City as of the last day of the first pay period in June of each year, based upon the

current rate of pay, and will be paid to officers by June 30.

18.8 Request For Compensatory Time Pay. Officers may request payment for any and/or all accumulated compensatory time before December 1st of each year. Payment will be made as soon as reasonably possible in the month of December.

18.9 Overtime will be paid to officers on an hour for hour basis when they must report to a doctor of the Employer's choice for treatment of a duty related illness/injury before or after their regular work hours. Officers shall not be eligible for the three (3) hour minimum call-in provision. All efforts shall be made to schedule treatment during regular work hours.

## ARTICLE 19

### Distribution of Overtime

19.1 The Employer will make every reasonable attempt to fairly distribute scheduled overtime under the following conditions: for the purpose of this article, scheduled overtime is any event the Department has had at least seventy-two (72) hours advance notice.

19.2 Seniority officers who are able to report for full duty, shall be eligible for scheduled overtime.

19.3 Only those officers who volunteer and sign-up for scheduled overtime shall be eligible, except as set forth in Section 19.6. The officer with the least amount of scheduled overtime hours will be given the assignment.

19.4 Scheduled overtime details shall be posted ten (10) days ahead of when needed, when possible, along with a description of said detail and an estimate of the number of hours to be worked.

19.5 Scheduled overtime will be worked by officers that are assigned to the bureau or division where the scheduled overtime occurs. Example: Investigations will work Investigations overtime; Narcotics, Narcotics overtime; Crime Prevention, Crime Prevention overtime; Evidence Technicians, Evidence Technician overtime. Patrol and Traffic Bureaus shall work overtime related to school athletics, parades, auctions, election details and other special events where uniform officers are needed.

19.6 Should there not be enough volunteer officers from the bureau or division requesting the scheduled overtime, other officers shall be used to complete the detail

using the same criteria.

19.7 Should not enough officers sign up for the scheduled overtime, the Shift Commander shall assign such overtime to the lowest seniority officer available.

19.8 Scheduled overtime accounts shall be posted hour for hour and kept up-to-date by the Employer for six (6) month periods to coincide with the April and October shift selections.

19.9 In case of officers being equal in the amount of scheduled overtime hours, seniority shall prevail.

19.10 A grievance resulting in the finding of a violation of this Article by the Employer, shall be remedied only by granting the grievant officer the next opportunity for scheduled overtime in an equal or greater amount, and not entitle them to pay for time not worked, except in the event of a third such finding as to the decision/action of a single supervisor, in which case the grievant officer would be entitled, if they prevail in their grievance, to pay as a remedy.

## ARTICLE 20

### Call-in and Court Time

20.1 Call-in/court time assignments prior to the start of the shift shall be guaranteed three (3) hours pay at the overtime rate, provided the call-in/court time assignment precedes the start of the officer's regularly assigned shift by a minimum of two (2) hours.

20.2 Any call-in/court-time overtime pay situations that exceed the minimum three (3) hours shall require approval of a supervisor. The City shall not be liable for overtime worked beyond the three (3) hour minimum guarantee without supervisory approval. Approval shall not be unreasonably withheld.

20.3 Work on committees such as the Accident Review Board, Citation Review Board and FTO Program, etc., which occurs outside an officer's normal work shift shall not entitle the officer to the three (3) hour minimum, but rather shall be paid on an hour for hour basis at the overtime rate.

20.4 Court time shall not be paid to officers who report to court when they are off work due to a duty related illness/injury and who are receiving full pay.

ARTICLE 21

Distribution of Labor Agreement

21.1 The City agrees to produce four hundred (400) copies of this Agreement for use by the Association.

ARTICLE 22

Vacation Time

22.1 On July 1st of each year, officers shall be credited vacation time with pay as indicated:

- A. Probationary officers shall accrue vacation time at the rate of 9.33 hours for each full month worked. At the end of probation, officers shall be credited with the accrued time and continue to earn it at that rate of 9.33 hours per month until the next July 1st (when that time will be credited to their vacation bank). If terminated prior to the completion of probation, they do not receive compensation for any vacation time.
- B. Officers shall be credited on each July 1st with vacation time with pay as indicated:

1-02 years of service	14 days (112 duty hours)
2-03 years of service	16 days (128 duty hours)
3-04 years of service	18 days (144 duty hours)
4-10 years of service	21 days (168 duty hours)
11-14 years of service	22 days (176 duty hours)
15-19 years of service	23 days (184 duty hours)
20 years and over	25 days (200 duty hours)

22.2 Upon termination of employment for any reason, vacation time shall be reduced on a pro-rated monthly basis at the appropriate earning rate for each full month remaining between the termination date and June 30. If for any reason, this reduction results in an officer owing to the City monies, the City may set off the monies owed from any other monies due the officer, including but not limited to pension contributions, sick time, clothing allowance, holiday pay, shift premium, compensatory time or any other monies owed to the officer.

22.3 No probationary officers shall be eligible to take vacation time until they have completed their probationary period, unless approved by the Chief.

22.4 Officers hired after July 1, 1996, shall accrue their vacation time on their anniversary date.

22.5 Officers may accumulate a maximum of thirty (30) days vacation as of June 30 of any year. If as of June 30, of any year, officers will have accumulated in excess of thirty (30) days vacation, their vacation bank shall be reduced to thirty (30) days as of June 30.

22.6 Officers shall submit vacation requests at least forty-eight (48) hours prior to the time requested. The forty-eight (48) hours may be waived by the Shift Commander.

#### ARTICLE 23

##### Leave of Absence

23.1 The Employer may give reasonable time off up to thirty (30) days without discrimination or loss of seniority rights or other benefits, without pay to officers designated by the Association to attend a labor convention, seminar or school, provided seventy-two (72) hours written notice is given to the Employer by the Association, specifying the length of time off for Association activities. Due consideration shall be given to the number of officers affected in order that there shall be no disruption of the Employer's operations due to lack of available officers.

23.2 The Employer may grant, in its sole discretion, leaves of absence for up to six (6) months without pay or other benefits excepting seniority. This section of this Agreement shall not be subject to the grievance procedure, Civil Service appeal or Court action on behalf of any officer who feels aggrieved.

23.3 The Employer shall comply with the Federal Family Leave Act.

#### ARTICLE 24

##### Jury Duty

24.1 Officers required to serve on jury duty shall be compensated and reassigned to day shift until the termination of jury duty. Compensation is no more than forty (40) hours per work week. Officers must return their jury duty compensation to the City in



order to be eligible for pay under this provision.

24.2 If officers are dismissed before the end of their shift, they will be required to return to work.

## ARTICLE 25

### Sick Leave

25.1 How Earned. All officers are eligible to receive sick leave. Sick leave will be earned at the rate of eight (8) hours for each full month paid status of employment. For officers hired the 1st through the 15th of the month, their sick leave base date will be the first of that month, and if hired the 16th through the last of that month, the base date will be the first of the next month.

25.2 Regular Sick Bank Accumulation. Effective July 1, 1997, sick leave may be accumulated to a maximum of one hundred thirty six (136) hours. For the 1996/97 fiscal year, the maximum accumulation shall be one hundred fifty two (152) hours. Maximum sick leave earned per year shall be ninety six (96) hours.

25.3 If reported before the start of shift, sick leave shall be available for use by officers in units of four (4) hours or more. If taken after the start of a shift, sick leave shall be equal to the actual time taken rounded to the next highest whole hour. For doctor and dental appointments, officers may utilize sick leave in one (1) hour increments based upon the following criteria:

- A. Officers must request sick leave in advance, indicating on the leave request form, the doctor's name and address.
- B. Officers, if requested by the Employer, will be required to provide Employer with a receipt from the doctor.

25.4 Sick leave shall be available for use by officers for the following purposes:

- A. Acute personal illness or incapacity over which the officer has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute danger to health of others by the officer's attendance at work.

25.5 Officers absent for more than one (1) month, with the exception of paid leave, will earn sick leave for the first month only.

25.6 Officers having in excess of forty (40) hours as of June 30 each year will have the option of:

- A. Receiving compensation computed on the basis of fifty (50%) percent (one-half) of their regular hourly rate as of the end of the first (1st) pay period in June, for all sick leave in excess of forty (40) hours.
- B. Receiving "personal leave time" with pay during the subsequent fiscal year for all sick leave in excess of forty (40) hours. The use of the personal leave time is subject to approval in advance by the Shift Commander, but may be requested for use for any reason by officers. Personal leave time shall be available for use by officers in units of one (1) hour or more. Should an officer fail to use the personal leave time during the fiscal year, said personal leave time would be lost to the officer.

25.7 Holiday. An employee, using sick leave during a period that includes a scheduled holiday, will be paid for the holiday. They cannot be paid for both on the same day, nor will they be charged for a day of sick leave.

25.8 Maximum Sick Leave. No officer can draw more than eighty (80) hours of sick leave during a two (2) week pay period.

25.9 Doctor's Report. Officers off sick shall be required to supply a doctor's report if requested by the City Manager. The Employer may require an examination for any officer off sick, upon return, by a doctor of the Employer's choice, on City time and at City expense.

25.10 Leave Request Form. The leave request form must be filled out completely and properly signed and submitted by officers for absence of any cause.

25.11 Pay for Unused Sick Leave. Upon an officer's death, retirement, or resignation in good standing, the City shall pay fifty (50%) percent of their accumulated unused sick leave in their sick bank.

## ARTICLE 26

### Duty Connected Illness or Injury

26.1 Full Pay. For the loss of time for officers injured in the course of employment with the City, officers shall receive full pay for up to a cumulative total three hundred and sixty-five (365) work days after the date of the accident, without drawing on their sick bank, for any one (1) injury. These days need not be consecutive. For example, an officer injured in the course of employment, who is off for two hundred (200) days because of said injury, and returns to work, would still have one hundred sixty-five (165) days remaining to be taken at full pay, as a result of that injury. At no time, however, shall an officer be allotted additional days over and above the three hundred sixty-five (365) cumulative total limit for a re-occurrence or re-aggravation of the previous injury; rather, said re-occurrence or re-aggravation shall be considered part of the cumulative three hundred sixty-five (365) work day total noted above.

26.2 In addition to Section 26.1, the Employer and the Association shall abide by the Americans With Disabilities Act for both duty/non-duty connected illness or injury.

26.3 Worker's Compensation. After the three hundred sixty-five (365) day cumulative total above, injured officers may, at their option, be paid the difference between their regular wages and payment received under the provisions of the Worker's Compensation Act, to be deducted from their sick leave.

26.4 Doctor's Report. The Employer may require an examination for officers off sick or injured, prior to their return to work, by a doctor of the City's choice, on City time and at City expense.

26.5 Proration for Injury or Illness. Should officers be off any period of time due to a duty-related injury or illness, they shall receive their normal allotment of clothing allowance, vacation time, holiday pay, and longevity as per this Agreement.

## ARTICLE 27

### Disability Insurance

27.1 The Employer shall furnish a long term/short term disability policy. Terms shall be as follows:

- A. Short Term Disability Weekly Income for Injury or Illness. Sixty (60%) percent of weekly base rate, with no step increases, for

twenty-six (26) weeks. This benefit is effective from the first (1st) day of absence due to an injury or the first (1st) day after an officer has used forty (40) hours of consecutive sick leave and/or time off without pay due to lack of available sick leave.

- B. Long Term Disability Weekly Income for Injury or Illness. Sixty (60%) percent of weekly base rate, with no step increases, after twenty-six (26) weeks, to a maximum duration of age sixty-five (65).

27.2 Section 27.1 applies to non-duty injury or illness only. This benefit starts with the officer's first visit to the doctor and the waiting periods outlined.

27.3 The terms and conditions of insurance policies are herein included by reference and the Employer makes and presents no assurance beyond those terms and conditions.

27.4 It is the intent of this Article that no officers are to receive compensation in excess of what they would have received during the course of normal employment.

27.5 Proration for Injury or Illness. The Employer may prorate the clothing/cleaning allowance, vacation time accrual, longevity pay and holiday pay, for officers who are off on a non-duty related injury or illness. For purposes of this section, extended leaves shall be defined as those in excess of thirty (30) consecutive calendar days. For computation of proration, officers shall be credited with a month of service if they are actively at work beyond the fifteenth (15th) of the month.

27.6 Short Term Disability. For officers on short term disability, the Employer agrees to continue the current medical and hospitalization coverage for a period not to exceed six (6) months from the date the officer went off duty on short term disability. This will be at no cost to the officer.

27.7 The City will continue a non-duty disabled officer's health coverage, when they have filed a disputed Worker's Compensation claim, for three hundred sixty-five (365) work days or until the disputed claim is decided, whichever is less. Should the injury/illness be determined to be not work related, then arrangements will be made for the officer to pay the cost for those excess months of coverage back to the City over an equal amount of time that the coverage was provided.

## ARTICLE 28

### Bereavement Leave

28.1 Officers shall be entitled to pay for up to five (5) calendar days, including SLD's, per funeral, to make preparations for and attend the funeral and to take care of matters subsequent to the funeral caused by the death of the following members of an officer's family: spouse, parents, children, step-children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, spouse's grandparents, and step-father, step-mother, and any dependent member of an officer's family residing in the officer's household. Officers shall not receive pay for any SLD's that fall during a funeral leave.

28.2 For the purposes of the above paragraph, it is understood that the time off after the funeral under the provisions of paragraph 28.1 is only allowed if officers have to take care of personal or business matters which were caused by the death of the member of their immediate family.

## ARTICLE 29

### Holidays

29.1 Holidays. Officers will be eligible to receive holiday pay under the following provisions:

- A. Officers shall earn eleven (11) paid holidays during each fiscal year. Said holidays are earned at a rate of eleven twelfths (11/12) of a holiday for each month from July 1 through June 30, to be paid in November of said fiscal year. The rate of holiday pay shall be based upon the officer's base rate of pay on date payment is made. For purposes of probationary officers, or officers whose employment is terminated, the earnings of paid holidays shall be pro-rated at the rate of eleven twelfths (11/12) of a holiday for each full month of employment projected through June 30. Said pro-rating to be commenced on the first calendar day of the month. For example, if an officer is hired July 1, the officer would receive eleven (11) days holiday pay at the appropriate rate paid in November. However, if the officer resigned January 5, they would have to repay the City for five and one half (5 1/2) days holiday pay. Officers hired after the date holiday pay is granted, shall receive the pro-rated share on or before June 30.

- B. Working on Holidays. Officers who work on any of the holidays listed below, shall receive time and one half for each hour worked on said holidays. This is in addition to all other holiday pay provisions.

New Year's Day  
Easter  
Memorial Day  
July 4th  
Labor Day  
Veterans' Day  
Thanksgiving  
Day after Thanksgiving  
December 24th  
Christmas Day  
December 31st

- C. Overtime Work on Holidays. All overtime work on holidays, i.e., work in excess of an officer's scheduled work day, including fifteen (15) minutes for shift preparation, shall be paid at time-and-one half (1 ½) of the regular holiday premium time-and-one-half (1 ½) rate. The holiday overtime rate, totaling two and one quarter (2 ¼) times the base rate shall apply when overtime hours worked are attached to regularly scheduled hours which begin on the holiday. The holiday rate shall also apply to call-in situations in excess of regularly scheduled hours worked on the holiday. Time-and-one half (1 ½) the normal premium holiday time-and-one half (1 ½) rate will not, however, be paid to officers in call-in situations because of sickness, vacation, or other absences of other officers. Rather, officers called in to work on a holiday on other than their scheduled day will be paid only the normal holiday premium time-and-one half (1 ½) rate.

#### ARTICLE 30

##### Salary and Wages

30.1 The base pay ranges and steps (as listed in Appendix A, attached hereto and made a part of this agreement) will apply to officers as indicated. Advancement to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from officer's effective dates until the top step is reached or when authorized by the City Manager.

## ARTICLE 31

### Health Benefits

31.1 Hospitalization. Medical and hospitalization benefits comparable to the MVF-1 Plan with the M/M Five (\$5.00) Dollar Preferred RX co-pay prescription rider, ML and IMOB riders offered by the Michigan Blue Cross/Michigan Blue Shield (BC/BS) Traditional Plan will be carried for each officer and dependent. It shall include DC, FAE/RC, PSA and VST riders, Mandatory Second Surgical Opinion and Predetermination.

31.2 The basic medical coverage for all officers shall be the Blue Cross/Blue Shield Preferred Provided Option (BC/BS PPO). Officers shall have the option to carry BC/BS Traditional coverage, Health Alliance Plan (HAP) HMO coverage, Blue Care Network (BCN) HMO coverage or the Coalition of Public Safety (COPS) Trust Plan. The illustrative rates determined by the BC/BS PPO shall be the rates used to determine the excess cost an officer would be responsible to pay. Officers electing any option that becomes more expensive than the BC/BS PPO benefit provided, will have the balance of the premium due deducted from their payroll check on a monthly basis.

31.3 The Master Medical annual deductible amount for both BC/BS PPO and BC/BS Traditional coverage shall be One Hundred (\$100) Dollars for single persons and Two Hundred (\$200) Dollars for two persons and family coverage. The coverage provided under the HMO's remains the same.

31.4 Health Benefits Allowance. The Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each officer who chooses not to join Employer sponsored health care plans (BC/BS or HMO), and whose spouse or parent has coverage provided, shall be paid One Thousand (\$1000) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each officer who has not been on any Employer sponsored Health Care Program, except that payments will be prorated monthly to meet the dates the officer first participates and/or ends participation in this program. Officers shall be required to show proof that a spouse or parent has health care coverage that includes the officer and their dependents before the officer will be declared eligible to receive the annual payment.

31.5 Re-Enrollment Protection. Officers whose spouse's or parent's health care plans cease to cover the officer and their dependents, must re-enroll in an Employer sponsored health care plan. In such cases, the officer shall be allowed to enroll in an Employer sponsored plan immediately subject to the appropriate health insurance carrier's implementation.

31.6 If an officer's spouse works for the Employer or the 41-A District Court, the officer will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health insurance allowance of One Thousand (\$1000) Dollars. If the officer's spouse elects to take the health insurance allowance, the officer covered by this Agreement may keep the health coverage. In no case will married City employees both receive medical coverage. All officers/dependents shall be entitled to the dental coverage.

31.7 Health Benefits for Retirees. The Employer agrees to provide to retired officers/dependents Traditional Blue Cross/Blue Shield health insurance equal to the coverage at the time of retirement, regular or duty disability.

- A. Such coverage to be fully paid by the Employer and will be provided to the surviving spouse if the surviving spouse pension option is chosen by the retired officer.
- B. Once the retired officer and/or spouse reaches the age of sixty-five (65), they shall apply for Medicare. The City shall then be obligated to provide at its expense hospitalization, medical care coverage to make up the difference between Medicare and the current level of coverage.
- C. This benefit shall continue to exist for the retired officer and/or surviving spouse for as long as they continue to receive retirement benefits under Act 345.
- D. In the event a retired officer obtains employment from an employer who provides hospitalization and medical insurance, they shall not be covered by the City's hospitalization insurance for the duration of said employment.
- E. Upon the job related death of any officer covered by this Agreement, the City shall provide, at no cost to the surviving family, a medical and hospitalization policy for the family of the deceased as was provided at the time of the death. This policy shall remain in effect until the spouse remarries.
- F. Retired officers may participate in the Health Insurance Allowance Program subject to the same terms and conditions per Sections 31.4 and 31.5, unless the officer's spouse received health coverage from the Employer. In such cases the Employer will only provide one type



of medical coverage.

- G. Retired officers may participate in the offered HMO's as provided in Section 31.2, but shall pay any additional costs in excess of Traditional Blue Cross/Blue Shield coverage.

## ARTICLE 32

### Dental

32.1 The City shall provide at no extra cost to each officer/dependent the Blue Cross/Blue Shield 75/25 Co-Pay Dental Plan or dental benefit as comparable as possible. This coverage includes:

32.2 CLASS I - Diagnostic services, preventive services, and palative treatment are covered at seventy-five (75%) percent of reasonable charges.

32.3 CLASS II - Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at seventy-five (75%) percent of reasonable charges.

32.4 CLASS III - Construction and replacement of dentures and bridges are covered at seventy-five (75%) percent of reasonable charges.

32.5 CLASS IV - Orthodontic services are covered at fifty (50%) percent of reasonable charges.

32.6 Officers/dependents are entitled to maximum benefits of one thousand (\$1,000) dollars every contract year.

32.7 Dependents (up to age 19) have a lifetime maximum of one thousand (\$1,000) dollars available for orthodontic services.

32.8 The Employer reserves the right to provide benefits comparable to the coverage currently provided.

32.9 Dental Benefits for Retired Officers. Effective July 1, 1996, the Employer agrees to provide to any officer/dependent, covered by this Agreement who retires, Blue Cross/Blue Shield 75/25 Co-Pay Dental Plan or dental benefits comparable to those received at the time of retirement, regular or duty disability.

ARTICLE 33

Life Insurance

33.1 Term Life Insurance and Accidental Death and Dismemberment will be carried for officers by the Employer at no cost to the officers. The City provides no guarantees or assurances regarding coverages under any policy provided by this Article. Coverage will be as follows:

\$50,000 Face Value for Life.  
\$50,000 Face Value Policy with Accidental Death and/or Dismemberment.

33.2 Life Insurance for Retired Officers. Retired officers shall be provided Five Thousand (\$5,000) Dollars worth of term life insurance. The premium for said policy shall be paid by the City. This coverage shall be maintained by the Employer until the retired officer reaches the age of seventy (70).

ARTICLE 34

Liability Insurance

34.1 Liability coverage shall be provided for officers by the Employer, at no cost to the officers, to provide protection to the officers for false arrest, detention or imprisonment or malicious prosecution. Coverage will be a minimum amount of Three Hundred Thousand (\$300,000) Dollars for each occurrence.

ARTICLE 35

Pension Plan

35.1 A Pension Plan will be provided under the terms of Act 345 of Public Acts of 1937 as amended by the parties.

35.2 Terminated Vested Retirement.

- A. Officers with ten (10) years or more of service to the City shall be eligible for a terminated vested retirement at the time they would be eligible to receive a full service retirement.
- B. Terminated vested officers who terminate employment prior to the date of their eligibility for receiving service retirement benefits, shall

upon the date they would have been eligible to receive such benefits, be entitled to pension benefits provided by the Labor Agreement in effect at the time of separation.

35.3 Annuity Withdrawal. Officers shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

- A. Annuity withdrawal is the option that allows officers to withdraw their accumulated contribution, (with interest), at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
- B. Officers wishing to elect this option must make written application to the Act 345 Pension Board.
- C. The Pension Board shall issue officer's retirements.
- D. The parties agree that the Merrill-Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to an officer's retirement date shall be used. This option is only available for normal service retirement. Officers who elect the annuity withdrawal option shall have their annual pension reduced accordingly as determined by the Pension Board Actuaries.
- E. Officer's contributions for prior Municipal service, Military Service or Cadet Time are not included in an annuity withdrawal.
- F. Duty disabled retired officers shall be allowed the option to take their annuity withdrawal under this Section at the time of their duty disability retirement or at the time of conversion to a regular service retirement.

35.4 Three (3) of Ten (10). Average Final Compensation (AFC) shall be based on the highest three (3) of the last ten (10) years of employment prior to retirement.

- A. As used in this section, "years" shall mean any fifty-two (52) consecutive week periods which shall not overlap, calculated backwards from any one of the four (4) option dates listed below:
  - 1. Anniversary Date

2. Calendar Year
3. Fiscal Year
4. Effective date of retirement as determined by the officer. The effective date of retirement shall be the day after the last day at work or on paid leave.

B. AFC shall include all monies received excluding allowances or reimbursements. Officers hired after July 1, 1993 shall be limited to one hundred (100) hours of overtime pay, (one hundred fifty (150) hours at the base rate) per year, for purposes of calculating Average Final Compensation.

C. Time and one-half (1 ½) holiday base rate hours shall not be included in the limitations as set forth in Section "B", but are included in AFC.

35.5 Service Retirement/Voluntary Retirement "25 And Out". Officers who have twenty-five (25) or more years of service, may leave the service and receive the full retirement benefits payable throughout their life as provided from their straight life (regular) pension amount.

35.6 Service Credit. When computing an officer's service credit, the officer shall be given service credit for not more than six (6) years active military service to the United States Government, upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the officer elects to purchase, up to the maximum. Service shall not be creditable if it is or would be creditable under any other Federal, State or locally publicly supported retirement system, but this restriction shall not apply to officers who have or will have acquired retirement eligibility under the Federal Government for service in the Reserves, i.e., an officer with two (2) years of Military Service for the American Armed Forces may purchase up to two (2) years of credit. Assuming the officer purchases the two (2) years military credit, then the officer will only have to work twenty-three (23) years to satisfy the twenty-five (25) year service requirement for regular retirement.

35.7 Cadet Credit. Officers may purchase up to four (4) years Cadet time as credit towards retirement. Only time spent as a Cadet with the Sterling Heights Police Department Cadet Program shall be counted, i.e., should an officer have four (4) years as a Sterling Heights Police Cadet and exercises their option to purchase all four (4)

years towards retirement credit, then the officer would only have to work twenty-one (21) years to satisfy the twenty-five (25) year service requirement for regular retirement. To satisfy this requirement the officer upon payment to the retirement system of five (5%) percent of their full time or equated full time compensation for the fiscal year in which payment is made, multiplied by the years of service that the officer elects to purchase up to the maximum.

**NOTE:** Should an officer have earned both Military and Cadet credits as outlined above, the officer may exercise one or the other options but not both Military and Cadet time.

35.8 Straight Life (Regular) Pension Amount 2.8% Multiplier. Upon retirement from service, officers shall receive a regular retirement pension payable throughout the officer's life of 2.8% of their average final compensation, multiplied by the first twenty-five (25) years of service, credited to the officer, plus one (1%) percent of the officer's average final compensation, multiplied by the number of years and fraction of a year of service rendered in excess of twenty-five (25) years. Maximum pension shall not exceed seventy five (75%) percent of final average compensation:

35.9 Duty Disability Retired Officers. Retired officers receiving a duty disability pension shall be allowed to convert to a regular service pension when they would have completed twenty-five (25) years of service or when they reach the age of fifty-five (55), whichever comes first.

35.10 The decisions of the Police & Fire Pension Board (Act 345) in conflict with the terms and conditions of this Agreement shall be subject to the grievance procedure up to and including arbitration. Both parties shall have equal access to the grievance process. If the parties are unable to resolve their differences through a meeting within thirty (30) days of the alleged violation, then either party may file for arbitration. The pre-arbitration step shall also apply to this Section.

35.11 The annual actuarial report must be completed by the Pension Board and distributed to the parties by March 1st.

#### ARTICLE 36

##### Clothing and Cleaning Allowance

36.1 Officers shall receive Eight Hundred (\$800) Dollars per annum except those in "plain clothes" who shall receive Eight Hundred Fifty (\$850) Dollars per annum for clothing and equipment. Said payment shall be made in the second pay period in June

for the previous twelve (12) month period (up to and including June 30). Prorated payments for officers transferred between "plain clothes" and uniform assignments shall be made with the following year's payment.

36.2 Upon an officer's death, retirement or resignation in good standing, the City shall pay the accrued clothing allowance prorated upon the number of fully completed months of employment. A fully completed month is achieved if the death, resignation or retirement occurs on or after the sixteenth (16th) of the month.

36.3 New Hire Uniform Draw. Probationary officers shall be eligible to "draw" up to Eight Hundred (\$800) Dollars to purchase the required initial set of uniforms. At the time of the first clothing allowance for which a probationary officer is eligible, the probationary officer shall receive the prorated portion of the clothing allowance from the date of hire through June 30. A fully completed month for the prorated portion is achieved if the probationary officer was hired during the 1st through the 15th of the month.

36.4 Draw, Property of City. All items purchased under the initial "draw" of the maximum amount shall remain the property of the City until probationary officers successfully complete their probationary period. Should probationary officers leave the employ of the City for any reason during the probationary period, all uniforms and equipment purchased with the initial "draw" and the initial prorated uniform and equipment allowance shall be returned to the City.

#### ARTICLE 37

##### Shift Premium

37.1 The rates for shift premium shall be as listed, or twenty (20%) percent less than the Command Officers Association, (COA), whichever is greater:

Afternoon Shift - \$ .80 per hour  
Midnight Shift - \$1.00 per hour

37.2 The shift premium rates will be determined by the work schedule or assignment of the officers.

37.3 Shift premium will be paid only for the normal shift and not for overtime worked.

ARTICLE 38

Longevity

38.1 Longevity pay shall be paid on the following basis:

\$ 650	after 5 years of continuous service
1,350	after 10 years of continuous service
2,100	after 15 years of continuous service
4,000	after 20 years of continuous service

Effective July 1, 1997, longevity shall be paid on the following basis:

\$ 900	after 5 years of continuous service
1,600	after 10 years of continuous service
2,350	after 15 years of continuous service
4,000	after 20 years of continuous service

38.2 Longevity pay shall be based upon the total number of continuous, completed full years as of an officer's anniversary date. Longevity pay is to be paid the first pay period following the officer's anniversary date.

38.3 The Employer will prorate the longevity payments for officers at the time of retirement or separation.

ARTICLE 39

Management Rights

39.1 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 the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of foregoing the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, material or methods of operation.

- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.
- C. To subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.
- D. To determine the number, location and type of facilities and installations.
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and layoff officers to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or work day.
- G. To permit municipal employees not included in the Association to perform Association work in cases of emergency.
- H. To direct the work force, assign work and determine the number of officers assigned to operations.
- I. To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification subject to Civil Service jurisdiction.
- J. To determine lunch, rest periods and cleanup times, the starting time and the quitting time.
- K. To establish work schedules.
- L. To discipline and discharge officers for cause.
- M. To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- N. To transfer, assign and reassign officers from one assignment, division or shift to another.



- O. To determine the qualifications and competency of officers to perform available work subject to the terms of this Agreement.
- P. To deduct from officer's paychecks any overpayment officers may have received that they were not entitled to under this Agreement, without the specific written approval of the officer. This will be deducted in amounts equal to the amount of overpayment, over the same amount of time the overpayments were received.

39.2 This Article shall not give authority to the City to vary terms of this Agreement without mutual agreement of the parties.

#### ARTICLE 40

##### Adoption by Reference

40.1 The Letters of Understanding regarding the Detention Facility, Annual Pension Allowance, Lakeside Parking Enforcement and Medical Insurance for Retirees between the Employer, the Association and MAP shall be adopted by reference.

40.2 The Substance Abuse Policy established by the Employer shall be adopted by reference.

#### ARTICLE 41

##### Waiver Clause

41.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that rights and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 42

### Miscellaneous

42.1 Pay Periods. The Employer shall provide pay periods every two (2) weeks. Payment shall be made on Thursday for the period ending the previous Friday. Officers shall be provided with an itemized statement of their earnings and of all deductions made.

42.2 Withholding of Pay - Probationary Officers. Probationary officers shall immediately have one (1) week's pay withheld, so as to conform with City policy. Officers who leave the employ of the City shall receive pay as soon as is practicable for the number of hours withheld.

42.3 Action Against the Other Party. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made.

42.4 Subrogation. Where the injury or occupational disease for which compensation is payable under the provisions of the contract was caused under circumstances creating a legal liability income person other than a natural person in the same employ or the employer to pay damages in respect thereof, the acceptance of benefits or the taking of proceedings to enforce payments shall not act as an election of remedies, but injured officers, their dependents or personal representatives may also proceed to enforce the liability of such third party, for damages in accordance with the provisions of this section. If the injured officers, their dependents or personal representatives do not commence such action within one (1) year after the occurrence of the personal injury or occupational disease, then the Employer or its worker's compensation insurance carrier or other insurance carrier may, within the period of time for the commencement of actions prescribed by statute, enforce the liability of such other person in the name of that person. Not less than thirty (30) days before commencement of suit by any party under this section, such party shall notify by registered mail at their first known address, the injured officer or, in the event of their death, their known dependents or personal representative or their known next of kin and their employer. Any party in interest shall have a right to join in said suit.

- A. Prior to the entry of judgment, either the Employer or insurance carrier or the officers or their personal representative may settle their claims as their interest shall appear and may execute releases therefor.

- B. Such settlement and release by the officer shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for any interest or claim it might have.
- C. In the event the injured officers or their dependents or personal representatives shall settle their claim for injury or death, or commence proceedings thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies, and any monies so recovered shall be applied as herein provided.
- D. In an action to enforce the liability of a third party, the plaintiff may recover any amount which the officers or their dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this article, to the date of recovery, and the balance shall be forthwith paid to the officers or their dependents or personal representative and shall be treated as an advance payment by the Employer on account of any future payments of benefits.
- E. Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expense of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

#### ARTICLE 43

##### Savings Clause

43.1 In the event that any provisions of this Agreement shall be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

43.2 In the event that any provision of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

#### ARTICLE 44

##### Duration


44.1 Duration. This Agreement shall be effective July 17, 1996 and shall remain in force and effective to and including June 30, 2001.

44.2 Future Negotiations. The City and the Association agree that commencing not later than March 1, 2001, the parties will undertake negotiations for a new agreement for a succeeding period.

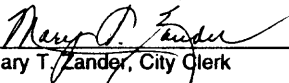
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative as of the day and year first written.

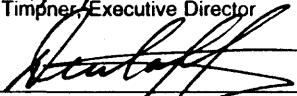
CITY OF STERLING HEIGHTS


MICHIGAN ASSOCIATION OF POLICE

  
Richard J. Notte, Mayor

  
Fred Timpher, Executive Director

  
Mary T. Zander, City Clerk

  
Thomas Dettloff, President

  
Richard Dodt, Negotiations Chairman

  
Luke Riley, Negotiations Committee

  
John Rogers, Negotiations Committee

Dated: 9-18-96

MAP PATROL

Appendix A  
Effective July 1, 1996  
3%

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<b><u>PATROL OFFICER</u></b>											
ANNUAL	30,226	31,570	32,913	34,257	35,601	36,944	38,286	39,632	42,317	46,797	48,486
hrly	14.532	15.178	15.824	16.470	17.116	17.762	18.407	19.054	20.345	22.499	23.311
bi-wk	1162.56	1214.24	1265.92	1317.60	1369.28	1420.96	1472.56	1524.32	1627.60	1799.92	1864.88
<b><u>PATROL OFFICER ASSOC.</u></b>											
ANNUAL	30,476	31,820	33,163	34,507	35,851	37,194	38,536	39,882	42,567	47,047	48,736
hrly	14.652	15.298	15.944	16.590	17.236	17.882	18.527	19.174	20.465	22.619	23.431
bi-wk	1172.16	1223.84	1275.52	1327.20	1378.88	1430.56	1482.16	1533.92	1637.20	1809.52	1874.48
<b><u>PATROL OFFICER BACH.</u></b>											
ANNUAL	30,676	32,020	33,363	34,707	36,051	37,394	38,736	40,082	42,767	47,247	48,936
hrly	14.748	15.394	16.040	16.686	17.332	17.978	18.623	19.270	20.561	22.715	23.527
bi-wk	1179.84	1231.52	1283.20	1334.88	1386.56	1438.24	1489.84	1541.60	1644.88	1817.20	1882.16

MAP PATROL

Appendix A  
 Effective July 1, 1997  
 2%

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<u>PATROL OFFICER</u>											
ANNUAL	30,831	32,202	33,571	34,941	36,312	37,683	39,052	40,424	43,164	47,733	49,456
hrly	14,823	15,482	16,140	16,799	17,458	18,117	18,775	19,435	20,752	22,949	23,777
bi-wk	1185.84	1238.56	1291.20	1343.92	1396.64	1449.36	1502.00	1554.80	1660.16	1835.92	1902.16
<u>PATROL OFFICER ASSOC.</u>											
ANNUAL	31,081	32,452	33,821	35,191	36,562	37,933	39,302	40,674	43,414	47,983	49,706
hrly	14,943	15,602	16,260	16,919	17,578	18,237	18,895	19,555	20,872	23,069	23,897
bi-wk	1195.44	1248.16	1300.80	1353.52	1406.24	1458.96	1511.60	1564.40	1669.76	1845.52	1911.76
<u>PATROL OFFICER BACIL</u>											
ANNUAL	31,281	32,652	34,021	35,391	36,762	38,133	39,502	40,874	43,614	48,183	49,906
hrly	15,039	15,698	16,356	17,015	17,674	18,333	18,991	19,651	20,968	23,165	23,993
bi-wk	1203.12	1255.84	1308.48	1361.20	1413.92	1466.64	1519.28	1572.08	1677.44	1853.20	1919.44

MAP PATROL

Appendix A  
Effective July 1, 1998  
3%

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<b><u>PATROL OFFICER</u></b>											
ANNUAL	31,757	33,167	34,577	35,990	37,402	38,814	40,223	41,637	44,460	49,164	50,939
hrly	15.268	15.946	16.624	17.303	17.982	18.661	19.338	20.018	21.375	23.637	24.490
bi-wk	1221.44	1275.68	1329.92	1384.24	1438.56	1492.88	1547.04	1601.44	1710.00	1890.96	1959.20
<b><u>PATROL OFFICER ASSOC.</u></b>											
ANNUAL	32,007	33,417	34,827	36,240	37,652	39,064	40,473	41,887	44,710	49,414	51,189
hrly	15.388	16.066	16.744	17.423	18.102	18.781	19.458	20.138	21.495	23.757	24.610
bi-wk	1231.04	1285.28	1339.52	1393.84	1448.16	1502.48	1556.64	1611.04	1719.60	1900.56	1968.80
<b><u>PATROL OFFICER BACH.</u></b>											
ANNUAL	32,207	33,617	35,027	36,440	37,852	39,264	40,673	42,087	44,910	49,614	51,389
hrly	15.484	16.162	16.840	17.519	18.198	18.877	19.554	20.234	21.591	23.853	24.706
bi-wk	1238.72	1292.96	1347.20	1401.52	1455.84	1510.16	1564.32	1618.72	1727.28	1908.24	1976.48



MAP PATROL

Appendix A  
Effective July 1, 1999  
3%

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<u>PATROL OFFICER</u>											
ANNUAL	32,710	34,161	35,615	37,069	38,523	39,979	41,429	42,887	45,793	50,639	52,468
hrly	15.726	16.424	17.123	17.822	18.521	19.221	19.918	20.619	22.016	24.346	25.225
bi-wk	1258.08	1313.92	1369.84	1425.76	1481.68	1537.68	1593.44	1649.52	1761.28	1947.68	2018.00
<u>PATROL OFFICER ASSOC.</u>											
ANNUAL	32,960	34,411	35,865	37,319	38,773	40,229	41,679	43,137	46,043	50,889	52,718
hrly	15.846	16.544	17.243	17.942	18.641	19.341	20.038	20.739	22.136	24.466	25.345
bi-wk	1267.68	1323.52	1379.44	1435.36	1491.28	1547.28	1603.04	1659.12	1770.88	1957.28	2027.60
<u>PATROL OFFICER BACH.</u>											
ANNUAL	33,160	34,611	36,065	37,519	38,973	40,429	41,879	43,337	46,243	51,089	52,918
hrly	15.942	16.640	17.339	18.038	18.737	19.437	20.134	20.835	22.232	24.562	25.441
bi-wk	1275.36	1331.20	1387.12	1443.04	1498.96	1554.96	1610.72	1666.80	1778.56	1964.96	2035.28

MAP PATROL

Appendix A  
Effective July 1, 2000  
4%

POSITION	Start	6 Months	12 Months	18 Months	24 Months	30 Months	36 Months	42 Months	48 Months	54 Months	60 Months
<b><u>PATROL OFFICER</u></b>											
ANNUAL	34,018	35,528	37,040	38,552	40,064	41,579	43,087	44,603	47,625	52,665	54,566
hrly	16.355	17.081	17.808	18.535	19.262	19.990	20.715	21.444	22.897	25.320	26.234
bi-wk	1308.40	1366.48	1424.64	1482.80	1540.96	1599.20	1657.20	1715.52	1831.76	2025.60	2098.72
<b><u>PATROL OFFICER ASSOC.</u></b>											
ANNUAL	34,268	35,778	37,290	38,802	40,314	41,829	43,337	44,853	47,875	52,915	54,816
hrly	16.475	17.201	17.928	18.655	19.382	20.110	20.835	21.564	23.017	25.440	26.354
bi-wk	1318.00	1376.08	1434.24	1492.40	1550.56	1608.80	1666.80	1725.12	1841.36	2035.20	2108.32
<b><u>PATROL OFFICER BACII.</u></b>											
ANNUAL	34,468	35,978	37,490	39,002	40,514	42,029	43,537	45,053	48,075	53,115	55,016
hrly	16.571	17.297	18.024	18.751	19.478	20.206	20.931	21.660	23.113	25.536	26.450
bi-wk	1325.68	1383.76	1441.92	1500.08	1558.24	1616.48	1674.48	1732.80	1849.04	2042.88	2116.00

APPENDIX B

Pre-Arbitration Statement

Grievance No. \_\_\_\_\_

Brief Factual Statement of Grievance/Defense

Are Procedural Matters Satisfactory? \_\_\_\_\_

Do The Parties Agree That The Subject Matter Is Within The  
Jurisdiction Of The Arbitrator? \_\_\_\_\_

Is Discovery Complete? \_\_\_\_\_ If Not, Indicate Specifically  
Further Discovery Necessary:

Is Settlement Possible? \_\_\_\_\_ Probable? \_\_\_\_\_

Last Best Settlement Offer:

Stipulated Arbitrator, If Any? \_\_\_\_\_

Estimated Time of Arbitration? \_\_\_\_\_

List of Witnesses And A Brief Summary Of What Each Witness Is  
Expected To Testify To:



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF STERLING HEIGHTS

AND

STERLING HEIGHTS POLICE OFFICERS ASSOCIATION  
MICHIGAN ASSOCIATION OF POLICE

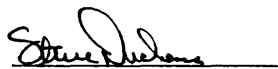
It is hereby understood and agreed upon by both parties that only the following items contained in the July 17, 1996 through June 30, 2001 contract shall be retroactive from the date of City Council approval to July 1, 1996.

Wages (including overtime)  
Pension items  
Vacation for new hires  
Clothing and Cleaning Allowance

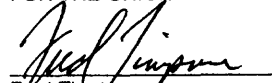
All other benefits or entitlement in the contract are effective the dates of the execution of the Agreement unless a specific date is otherwise stated for a particular benefit or entitlement.

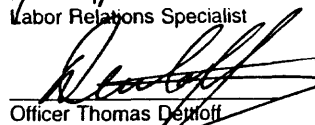
FOR THE CITY

  
Richard Notte  
Mayor

  
Steve Duchane  
City Manager

FOR THE UNION

  
Fred Timmer  
Labor Relations Specialist

  
Officer Thomas Dettloff  
President

DATE: 4-17-98

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF STERLING HEIGHTS


AND

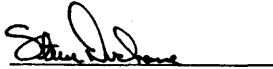
STERLING HEIGHTS POLICE OFFICERS ASSOCIATION  
MICHIGAN ASSOCIATION OF POLICE

RE: MEDICAL INSURANCE FOR RETIREES

Section 31.7 provides Traditional Blue Cross/Blue Shield health benefits as the base coverage for retirees. The parties agree and understand that if there is a system of reciprocity in the future between state BC/BS PPO providers, wherein out of state BC/BS PPO doctors participate with the Michigan BC/BS PPO, then the BC/BS PPO would become the base coverage for officers who retire thereafter. Any additional cost of the Traditional coverage would be borne by the retiree.

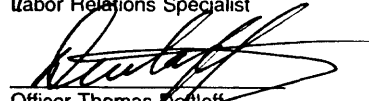
FOR THE CITY

  
Richard Notte  
Mayor

  
Steve Duchane  
City Manager

FOR THE UNION

  
Fred Timpher  
Labor Relations Specialist

  
Officer Thomas DeLloff  
President

DATE: 9-17-96

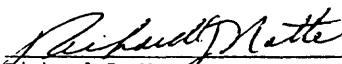
LETTER OF UNDERSTANDING  
BETWEEN  
THE CITY OF STERLING HEIGHTS  
AND

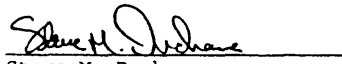
STERLING HEIGHTS POLICE OFFICERS ASSOCIATION  
MICHIGAN ASSOCIATION OF POLICE

It is hereby understood and agreed that pursuant to Public Act No. 89 of 1989, being MCL 257.675d (copy attached), the City shall be authorized to approve the issuance of handicapped parking tickets at Lakeside Mall by Lakeside Security Officers.

Before they are allowed to issue violations, the Lakeside Security Officers shall be properly trained for these purposes, as determined by the Sterling Heights Police Chief. This agreement shall be effective upon signing of the 1996 - 2001 collective bargaining agreement and shall expire at the conclusion of that collective bargaining agreement, unless the parties agree to extend this letter of understanding.

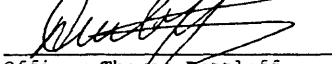
FOR THE CITY:

  
Richard J. Nott  
Mayor

  
Steve M. Duchane  
City Manager

FOR THE UNION:

  
Fred Timpner  
Labor Relations Specialist

  
Officer Thomas Dettloff  
President

Dated: 5-6-96

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF STERLING HEIGHTS

AND

STERLING HEIGHTS POLICE OFFICERS ASSOCIATION  
MICHIGAN ASSOCIATION OF POLICE

SUBJECT: ANNUAL PENSION ALLOWANCE

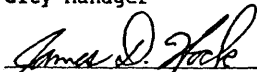
It is understood and agreed between the City of Sterling Heights and Michigan Association of Police (the Union) that while the annual pension allowance of \$500 provided by Article 36, Section 10, of the current parties' Agreement - July 1, 1988 through June 30, 1992 is being eliminated upon the signing of the parties' 1993-1996 Agreement, those regular service retirees presently receiving the allowance, specifically: G. BLANCHARD, T. BURNS, B. COLLINS, J. GALLAGHER, and R. GOODE, will continue to do so on the same previous terms and conditions until such time as they cease receiving a pension from the City.

Those duty-disability retirees presently receiving the allowance, specifically: R. CALHOUN, L. COCHILL, C. LICAVOLI, L. SCHMITTLER, D. WYSOCKI, shall continue to receive the \$500 allowance until such time that they convert to a regular service retirement (at the 2.8 percent multiplier).

No other employees or retirees except those specifically noted in this Memorandum shall receive or be eligible to receive any type of annual pension allowance.

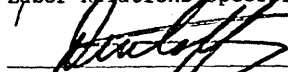
FOR THE CITY:

  
Steve M. Duchane  
City Manager

  
James D. Hock  
Assistant City Manager

FOR THE UNION:

  
Fred Timpner  
Labor Relations Specialist

  
Thomas Dettl  
Union President

Dated: Sept 22, 1993



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF STERLING HEIGHTS

AND

STERLING HEIGHTS POLICE OFFICERS ASSOCIATION  
MICHIGAN ASSOCIATION OF POLICE

**SUBJECT: DETENTION FACILITY**

It is specifically understood and agreed that the City, in its sole discretion, may cease to provide detention service entirely, may sell or lease the present or any other detention facility, may contract or subcontract for detention services, may operate the present facility with non-patrol officers, or do any combination of the above.

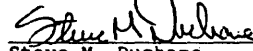
It is understood and agreed that should the City elect to operate the detention facility itself with non-patrol officers, all non-supervisory employees hired for such purposes will be accreted into Michigan Association of Police as a separate bargaining group, with separate wages, hours, and other conditions of employment arrived at through collective bargaining between the City and the Michigan Association of Police.

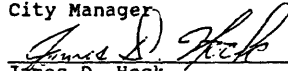
The City also agrees, if and when Patrol Officers are removed from detention duties, to do so with enough notice to allow present Patrol Officers in detention to make their shift selection at a regular bi-annual shift selection.

The City further agrees that it will not operate the present facility with other public sector police personnel (e.g., Macomb County Sheriff Department), nor shall discontinuing of the detention duties cause layoffs of Patrol Officers.

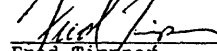
It is also specifically understood and agreed, that this Memorandum of Understanding, incorporated into the parties' July 1, 1992 to June 30, 1996 Collective Bargaining Agreement, shall have continuing force and effect until negotiated differently by the parties.

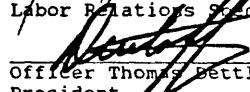
FOR THE CITY:

  
\_\_\_\_\_  
Steve M. Duchane  
City Manager

  
\_\_\_\_\_  
James D. Hock  
Assistant City Manager

FOR THE UNION:

  
\_\_\_\_\_  
Fred Timmer  
Labor Relations Specialist

  
\_\_\_\_\_  
Officer Thomas Bettloff  
President

Dated: Sept 22, 1993

