

6/30/92

CLAWSON POLICE OFFICERS ASSOCIATION
AGREEMENT WITH THE CITY OF CLAWSON

July 1, 1989 to June 30, 1992

Clawson, City of

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AGREEMENT WITH THE CITY OF CLAWSON

THIS AGREEMENT entered into this ____ day of _____, 1990, between the City of Clawson, hereinafter referred to as "City" or "Employer", and the Clawson Police Officers Association, represented by the Michigan Fraternal Order of Police Labor Council, hereinafter referred to as "Employee" and "Union", for the purpose of achieving efficiency and the promotion of harmonious relations between the parties.

ARTICLE 1

RECOGNITION

Section 1. Employees Covered. Pursuant to and in accordance with all the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the City of Clawson does hereby recognize the Clawson Police Officers Association affiliated with the Michigan Fraternal Order of Police Labor Council as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for all patrolmen as defined by law.

Section 2. Other Agreements. The Employer will not add, promote nor finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any other group or organization for the purpose of undermining the Police Officers Association affiliated with the Michigan Fraternal Order of Police, Labor Council.

Section 3. Union Security and Dues Deduction.

1. The City agrees to deduct the dues and/or service fee as certified by the Union and send the dues collected to the person and place as designated by the Union with a list of employees, upon receipt by the City from the Union of written authorization allowing the deduction from each employee from whom the deductions are to be made.

2. Any person employed with the City and covered by this Agreement who is not a member of the Union and does not make application for membership within ninety (90) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay to the Union a service fee, equivalent to regular membership dues of the Union as a contribution

towards the administration of the Agreement. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notification to the City from the Union, unless otherwise notified by the Union in writing within said thirty (30) days, and provided that the Union shall release the City from fulfilling the obligation to discharge if during such thirty (30) day period, the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the membership dues or service fee in accordance with this Agreement.

3. The Union agrees to protect, save harmless, indemnify and reimburse the Employer from any and all claims, demands, suits, reasonable expenses and other forms of liability by reasons of the action taken by the Employer for the purpose of complying with this Article of the Agreement.

ARTICLE 2

UNION ACTIVITIES

Section 1. The employees of the Clawson Police Department, covered by this Agreement, shall have the right to engage in lawful, concerted activities for the purpose of collective bargaining for their mutual aid and protection or to express or communicate any view through the grievance procedure herein established free from any and all restraint, coercion, discrimination, or reprisal by the City of Clawson.

Section 2. Privileges of Officers. The Department will grant a necessary and reasonable amount of time off, during working hours, and with regular pay for lost time to Union officers who must necessarily be required for direct participation in the grievance adjustments and special conferences with the Department. Such persons must receive permission in advance from their immediate supervisors to leave their work stations and must report back promptly when their participation in the grievance adjustment or conference has been completed. This privilege shall not interfere with vital police services.

If an employee attends any meeting involving any step of the grievance procedure or special conferences during a time period when he is not scheduled for work, the employee will not be paid for attending such grievance meeting or special conference, unless required to attend by the Employer.

Section 3. Meetings. The Union may schedule meetings within the Clawson City Hall, provided such meetings are not disruptive of the duties of other employees or interfere with the efficient operation of the City of Clawson or the Police Department, and provided the meeting place is approved, in advance, by the City Manager.

Section 4. The Union shall be represented in all negotiations by their representatives who will be selected by the Union. The Union will promptly furnish the City with the names of its authorized representatives, members of its Grievance Committee and such changes that may occur from time to time in such personnel so that the City, at all times, may be advised as to the authority of the individual representatives of the Union with which it may be dealing. The City will in turn, through its City Manager, keep the Union advised as to its representative and any changes thereto.

Section 5. Under no circumstances during the term of this contract shall the Union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown at any location or on property, or interfere with the operations of the City during the term of this Agreement.

In the event of a work stoppage during the term of this contract, or other curtailment of police service, the City shall not be required to negotiate on the merits of the dispute which gave rise to the stoppage or curtailment, until the same has ceased.

Section 6. In the event of a work stoppage, or other curtailment during the term of this Agreement, the Union shall immediately instruct the involved employees, in writing, that their conduct is in violation of the contract and they shall instruct all such persons to immediately cease the offending conduct. Copies of such correspondence shall be submitted to the City Manager.

Section 7. Bulletin Boards. The Union shall be provided a suitable bulletin board space in the police squad room for the posting of Union notices.

ARTICLE 3

MANAGEMENT RESPONSIBILITIES

Section 1. It is recognized that the administration of the City, the control of its properties and the maintenance of order and efficiency are solely the responsibility of the City. Other rights and responsibilities belonging to the City are hereby recognized (except as may be otherwise limited by this Agreement), prominent among which, but by no means wholly exclusive are: the right to assign personnel; to establish appearance and performance standards; to regulate conduct and work procedures; the maintenance and repair of equipment; the amount of supervision required, and the machinery and equipment necessary to perform the police function. The City retains and reserves such rights without limitation, as well as those rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of Michigan and City ordinances adopted pursuant thereto. Further, all rights which ordinarily vest in and are exercised by employers, except as the same are relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing, the right:

A. To manage the Police Department 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.

B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment, institute technological changes, and decide on materials, supplies, equipment and tools to be purchased.

C. To determine the number, location and type of facilities or the improvement of existing facilities.

D. To determine the size of the work force and increase or decrease its size.

E. To hire, assign and lay off employees, to reduce the work week or effect reduction in the hours worked by combining layoffs and reduction in work week or work day, provided, however, there is a demonstrated showing of a lack of financial resources.

F. To direct the work force, assign work and determine the number of employees assigned to various operations.

G. To establish, combine, or discontinue job classifications and prescribe and assign job duties, content and classification for any new or changed classifications.

H. To regulate conduct and work procedures to be followed by the officers within the department.

Section 2. It is further recognized that it is the responsibility of the City for the selection and direction of the working forces, including the right to hire, suspend, or discharge for just cause, assign, promote or transfer; to determine the amount of overtime and other express provisions of this Agreement as herein set forth. Further, under the provisions of Public Act 78 of 1935, as amended, it is recognized that the City shall have the exclusive right to determine work schedules and the right to select materials and equipment.

Section 3. The City retains the right to make reasonable modifications to rules and regulations governing the Police Department, and to adopt reasonable new rules but, except in cases of emergency, no modifications shall be made and no new rules or regulations shall be adopted without prior consultation with the Union. If the Union deems the new rule or

regulation to be unreasonable, it may exercise its right of grievance as provided herein. No such rule or regulation shall be stayed by the filing of such a grievance, unless so waived by the City.

ARTICLE 4

SENIORITY

Section 1. The seniority list of all patrol officers shall be furnished to the Union by the City once a year and seniority shall apply for selection of vacation. Seniority for purposes of layoffs, recalls and promotions shall be in accordance with Act 78.

ARTICLE 5

HOURS OF EMPLOYMENT

Section 1. Each pay period shall consist of fourteen (14) consecutive days. During each pay period police officers shall work an average of ten (10) days and be granted an average of two (2) days off in each seven (7) day period. Because of the use of the progressive schedule. exact hours within pay periods may vary.

ARTICLE 6

HOSPITALIZATION, DENTAL AND OPTICAL BENEFITS

Section 1. The City shall furnish hospitalization and medical coverage for the employee and his family. The plan is to be Blue Cross/Blue Shield MVFI, Option IV, with Master Medical semi-private coverage, with M.L. Rider and DRI-275, as long as the employee is on the City payroll. A \$3.00 co-pay drug rider will be provided. Eligibility date for hospitalization coverage for new employees is the 1st day of the month immediately following the completion of ninety (90) days employment with the City. Blue Cross/Blue Shield defines the family to include the employee, employee's spouse and children through the calendar year in which they reach their nineteenth (19th) birthday. Employees may, at their own option and expense, provide for the dependents including parents, blood relatives, members of their household and children over nineteen (19) years of age. This Section shall cover the spouse and children of deceased active members until such time as the spouse remarries.

For the contract year July 1, 1990 through June 30, 1991 and the contract year July 1, 1991 through June 30, 1992, the City will pay amounts which fall within the deductible amounts under DRI-275 which are not paid by the insurer and shall continue the H.S.P. Rider option.

Section 2. Upon retirement, Blue Cross/Blue Shield benefits then in effect shall be paid by the City for the retiree and spouse.

Section 3. Employees, spouses and their families shall be covered by the City Dental Program, 75-25 co-pay up to a limit of \$800 per contract year. Orthodontic coverage

shall be provided on a 50/50 co-pay basis with a maximum amount per lifetime of \$800.00 per member or per dependent child living in the household.

Section 4. The City shall assume the full cost of the Optical Plan in effect on July 1, 1986, for employees, spouse and family. Every two (2) years a member is permitted to have an eye examination at the ophthalmologist of his choice. The City will pay \$100.00 maximum towards the expense. If it appears that the cost for said examination is greater than the portion paid by the City, then the excess shall be assumed and paid by the Union member.

ARTICLE 7

WORKERS COMPENSATION AND DISABILITY RETIREMENT

Section 1. An employee injured in the line of duty shall be entitled to a bi-weekly payment equivalent to his present net take home pay for three hundred sixty-five (365) days subject to the following conditions.

Section 2. Provision of the Workers' Compensation Act shall apply to all accidents and injuries in the line of duty.

Section 3. The amount of compensation due to the employee under the provisions of the City's Workers' Compensation Policy shall within a reasonable period of time be paid over to the City Treasurer.

Section 4. The employee shall within a reasonable period of time apply for disability benefits in accordance with Act 135 of the Municipal Employees Retirement Act. The employee shall within a reasonable period of time pay over to the City any amounts he shall receive from the disability provisions of said Act.

Section 5. Net take home pay for purposes outlined in Article 7 shall mean current gross salary, less mandatory payroll deductions (retirement contributions, federal and state withholding taxes).

ARTICLE 8

LIFE INSURANCE

Section 1. Employees are entitled to the benefits of an existing accidental death and dismemberment policy in the face amount of \$60,000. Premiums shall be paid by the City. The insurance shall continue as long as the officer remains on the payroll.

ARTICLE 9

LIABILITY INSURANCE

The City shall provide liability insurance for members of the bargaining unit.

ARTICLE 10

HOLIDAYS

Section 1. Each officer shall receive nine (9) legal holidays as follows:

New Year's Day	Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

Holidays will be taken off at a time selected by the officer upon reasonable notice to the Chief of Police. Requests for holiday time off shall be granted provided the efficient operation of the Police Department can be maintained.

Those members required to work any holiday will receive double time their normal rate of pay.

Section 2. Holiday Overtime. A member who works any overtime hours on a holiday shall only be paid double his normal rate of pay. Any member who is required to work on a holiday which falls on that member's regular leave day (day off) will be paid double time for that day, plus be credited with four hours compensable time.

Section 3. Normal Rate of Pay. Normal rate of pay wherever it appears in this contract shall mean the hourly rate of pay received during the regular 40 hour work week. Base wage divided by 2080 hours shall equal the regular hourly rate. The regular daily rate shall be the regular hourly rate times eight (8). The regular weekly rate shall be the regular daily rate times five (5) days.

ARTICLE 11

VACATIONS AND PERSONAL DAYS

Section 1. All officers shall be eligible for a vacation with pay. Such vacation schedule shall be approved by the Shift Commander or the Chief of Police and the choice of the time as far as possible will be granted according to seniority.

1 year to 5 years - 2 weeks

5 years to 10 years - 3 weeks

10 years to 15 years - 4 weeks

15 years and over - 5 weeks

Section 2. The City shall determine the number of officers who will be permitted to be on vacation at any given time.

Section 3. Officers shall use their vacation days annually and under no circumstances shall they be permitted to accumulate more than the number of days due them during a one year period.

Section 4. The City shall post a vacation schedule from May 1 to September 30 of each year. Employees shall pick vacations in seniority order. Vacations shall be picked in blocks of no more than two (2) weeks at a time, unless additional time is available on the posted schedule. Vacation time shall be posted every six (6) months. Members may select by seniority not more than two (2) weeks vacation, either together or separate, to be designated as "prime time". Prime time is defined as a member's primary vacation choice. Such selection of prime time must be made before May 1. The selected prime time weeks are to be within the period of May 1 to April 30 of the following year. A member's prime

time vacation is guaranteed time off and it cannot be preempted ("bumped") by a more senior member. After May 1, other "regular" vacation time shall be selected on a seniority basis. Bumping shall be permitted, but only if it is "regular" time being bumped.

Section 5. Vacation credits earned during the fiscal year beginning July 1 will be taken during the following fiscal year, and if not taken during that time, may be bought back at the City's option at the current rate of pay.

Section 6. Each employee shall be entitled to five (5) personal days per contract year, which shall be credited to the employee on July 1 of the contract year. Such days shall be granted upon request of the employee, provided that reasonable advance notice is given to the Shift Commander or the Chief of Police to revise work schedules. When requests for personal business days have been approved, such days will not be changed except by mutual agreement. Personal days shall be posted every six (6) months. On June 30, 1990, all employees' accumulated total of unused personal days shall be converted to vacation days and the personal days shall be reduced to zero (0). Beginning July 1, 1990, unused personal days may not be accumulated.

ARTICLE 12

DAYS OFF (UNPAID TIME)

Section 1. A prescheduled temporary absence from duty for 24 hours shall be defined as a leave day unless otherwise designated by the Department.

Section 2. Leave days for each month shall be selected by seniority and posted seven (7) days before the beginning of the month.

Section 3. After having been posted, leave days shall be changed only by mutual consent of the employee and the Department, except when leave days are canceled because of an emergency.

Section 4. When an emergency makes it necessary for an employee to work all or part of a canceled day, he shall be compensated in cash at the rate of time and one-half (1-1/2) at his hourly base rate.

ARTICLE 13

LONGEVITY PAY

Section 1. Longevity Pay.

1. Longevity pay will be paid to all employees according to the following schedule based on the years of service as an employee:

5 to 10 years	2%
10 to 15 years	4%
15 to 20 years	6%
Over 20 years	8%

2. The above longevity pay will be paid bi-weekly on the total gross pay earned by the employee during the specified period. In order to become eligible for the first level of longevity pay and subsequent higher levels, an employee must have five (5) years of service by his or her anniversary. To be eligible for a higher level the employee must have ten (10) years, fifteen (15) years or twenty (20) years as the case may be by his or her anniversary date. Longevity adjustments shall start at the beginning of the first pay period following the applicable anniversary date.

ARTICLE 14

COURT TIME, CALL BACK TIME, STANDBY TIME

Section 1. Court Time. For off-duty appearances at District Court, Federal Court, Circuit Court, Probate Court, Liquor Control Commission and Secretary of State License Appeal Hearings, members shall receive a minimum of three (3) hours at time and one-half (1-1/2) pay rate.

Section 2. Transportation. The City shall provide transportation by City vehicles to and from court and the administrative hearings or reimburse the members at twenty point five (20.5¢) cents a mile for the use of his automobile.

Section 1. Overtime. Overtime shall be defined as time spent on duty by an officer other than his normal work day when he is called in by the Officer In Charge, required to work beyond his normal scheduled termination time, or required to attend trials or other court functions.

Overtime shall be paid at the rate of time and one-half (1-1/2) an employee's hourly rate as defined below.

Section 4. Call Back Time. Employees who are recalled to duty during their off-duty hours shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) pay rate.

Section 5. The officer's hourly rate shall be determined by dividing the base salary by two thousand eighty (2080) hours.

Section 6. Time shall be granted to increments of one-fifth hours (12 minute periods) and no time will be granted for less than ten (10) minutes of work beyond the termination time.

Section 7. Off duty officers required to attend meetings and training sessions shall be paid at time and one-half (1-1/2) pay rate. If the time is less than three (3) hours immediately following or preceding a scheduled work day, the three (3) hour minimum shall not apply.

Section 8. Standby Time. When a patrolman is off duty and is placed on standby, the officer shall receive twenty-five percent (25%) of his regular pay with a minimum of two (2) hours at a time and one-half (1-1/2) pay rate.

Section 9. Standby Subpoenas. All stand-by subpoenas shall be delivered to the Chief of Police or his designee, who shall determine when that officer's presence is necessary for proceedings commensurate with the subpoena. Upon a determination by the Chief or his designee that the officer is to appear in court to testify pursuant to the subpoena served upon him, the officer shall be compensated for that day pursuant to Section 8 of this Article.

ARTICLE 15

DEPARTMENTAL RULES

The rules and regulations, general orders and special orders, as revised, presently in effect as of the date of this Agreement and not in conflict with this Agreement are adopted hereby and incorporated herein.

ARTICLE 16

CIVIL SERVICE RULES

Section 1. It is recognized that there is a Civil Service Commission that has been established in the City of Clawson pursuant to and in accordance with Act 78 of the Public Acts of 1935, as amended. In conformity with the Act the Commission has adopted certain rules and regulations which may be revised. It is agreed that those rules not in conflict with Act 78 are hereby recognized.

Section 2. It is agreed by the parties that all action of a disciplinary or dismissal nature and pertaining to a probationary employee hired after July 1, 1986, shall not be governed by the provisions of this contract.

ARTICLE 17

SPECIAL CONFERENCES

Section 1. A special conference shall be a meeting or session wherein both parties meet to discuss important matters.

Section 2. Special conferences on important matters shall be arranged between the Union President and the Chief of Police or his designated representative upon request of either party. Each party shall have at least two (2) individuals present at said conference. Arrangements shall be made in writing fifteen (15) calendar days in advance, whenever possible. An agenda of the matters to be taken up shall be presented in writing at the time the conference is requested. Matters taken up at the Special Conference shall be confined to those matters listed on the agenda.

ARTICLE 18

SAFETY COMMITTEE

A Safety Committee shall be created and composed of two (2) representatives from the Union and two (2) from the City. The Safety Committee is to make recommendations relative to the safety of the officer in execution of his duties.

ARTICLE 19

GRIEVANCE PROCEDURE

Section 1. Every effort shall be made to adjust disagreements between the parties in an amicable manner. Therefore, it is agreed that all grievances, disputes or complaints arising under the terms of this Agreement shall be settled in accordance with the procedure herein provided.

Section 2. The Union may create a Grievance Committee composed of two (2) full-time employees, one of whom shall be the Union President. Their names shall be provided by the Union to the City at the time of their election or appointment.

Section 3. Grievance representatives appointed in accordance with the provisions of Section 2 above may be allowed to investigate and process grievances during working time without loss of pay. Such persons must receive permission from their immediate supervisor to leave their work location. This privilege shall not interfere with vital police service.

Section 4. Any grievance or dispute which may arise between the parties under the terms of this contract shall be settled in the following manner:

All grievances must be filed in writing within fifteen (15) calendar days of the event, giving rise to the grievance, or if the employee is off on any type of leave days, then the grievance must be filed in writing within fifteen (15) calendar days of his or her return to work. All fiscal-related grievances shall be entered at Step 3.

Step 1. Any employee having a complaint may first take up the matter with his immediate supervisor, with or without the presence of his representative. The parties shall discuss the complaint in a friendly manner and shall make every effort to reach a satisfactory settlement at this point. If no satisfactory answer or disposition is received, the complaint shall be processed as follows.

Step 2. Failing to resolve the grievance in the Step 1, the Grievance Committee shall, within five (5) working days of receipt of the

supervisor's disposition, take up the matter with the Chief. The Chief or his designated representative shall, within five (5) work days of receipt of the grievance, meet with the Grievance Committee to discuss the matter. Within five (5) days of such meeting, the Chief or his designated representative shall render his written decision.

Step 3. If the grievance remains unsettled, it may be presented by the Union representative or the Grievance Committee to the City Manager. Within five (5) work days after receiving the grievance, the City Manager shall meet with the Grievance Committee to discuss the matter. Within five (5) work days of such meeting, the City Manager shall render his written decision.

Step 4. If the grievance is still unsettled, either party may, within fifteen (15) working days after the reply of the City Manager is due, by written notice to the other, request arbitration.

Step 5. Prior to submitting any grievance to arbitration, there shall be a pre-arbitration conference between the City and the Union. Said conference shall be held within fifteen (15) days after notice is submitted for said conference. Time limits may be extended at any step if either party requests an extension in writing to the other party.

Step 6. If the grievance is not satisfactorily adjusted in Step 5, the requesting party may proceed with arbitration according to the rules of the Michigan Employment Relations Commission (M.E.R.C.). The parties shall attempt to agree upon an impartial arbitrator. If they cannot so agree within fifteen (15) calendar days of the request for arbitration, the party requesting arbitration shall promptly thereafter file a demand for arbitration with M.E.R.C. The arbitrator shall have the authority and jurisdiction to determine the facts and the propriety of the interpretation and/or application of the collective bargaining agreement in regard to the grievance in question. His determination shall be final and binding on the parties and affected employee.

Section 5. Expenses for the arbitrator's services shall be borne equally by the parties.

However, each party shall be responsible for compensating its own representatives and witnesses.

Section 6. If a dispute arises between the City and the Union as to whether a particular grievance is within the sole jurisdiction of the Civil Service Commission, or is

properly the subject matter of the grievance procedure, either party may apply to the Oakland County Circuit Court for the Declaratory Judgment pursuant to the applicable Court Rules, which action shall be limited to a resolution of the particular issue involved in the dispute as to the proper forum.

Section 7. Notwithstanding any other provisions herein, individual members may present their own grievances to the Employer and have them adjusted without the intervention of the Union officers. In any event, the city must give the Union officers notice and an opportunity to be present at such adjustment. In no event shall any such adjustment be contrary to or inconsistent with the terms of any agreement between the Employer and the Union.

ARTICLE 20

FUNERAL LEAVE AND SICK LEAVE

Section 1. Employees will be granted a maximum of five (5) days leave to attend the funeral of their spouse, child, mother, father, sister, brother, parent-in-law, grandparents, or other relatives in the employee's household.

Section 2. Sick Time. A member shall receive twelve (12) days per year sick time to be used when the member is injured or ill. The days not used can be accumulated to a maximum of one hundred twenty-six (126) days. After reaching the maximum accumulation a member shall continue to receive twelve (12) days per year sick time to be used when he is injured or ill. Of those twelve (12) days received each year, a member shall receive a payout of the unused sick days in excess of the maximum accumulation of fifty percent (50%) at his current year's hourly rate. A member may decline payment, in which event the unused days shall be added to his accumulated bank. Sick time is to be posted every six (6) months.

Section 3. The City may require any employee who is on sick leave for at least three (3) or more consecutive days to be examined by a City physician, at the City's expense, to determine if the employee is able to return to work.

Section 4. Employees may be permitted upon retirement to take fifty percent (50%) of accrued sick leave to be used for early retirement. Retiring members shall, at their option, be paid one-half (1/2) of their sick leave bank, or be permitted to use one-half (1/2) of their sick leave for early retirement. Payment of accrued sick leave will not be included

as a component in the calculation of final average compensation for any retirement benefit or pension purposes.

ARTICLE 21

UNIFORM CLEANING ALLOWANCES AND SEASONAL CHANGES

Section 1. Each member shall be paid a \$400.00 uniform maintenance allowance December 1st of each contract year.

Section 2. Uniforms-Seasonal Changes.

Summer Uniform Attire: To be worn from May 15 through October 14.

Winter Uniform Attire: To be worn from October 15 through May 14.

Whenever temperatures require it, and if by mutual agreement, these Winter and Summer periods may be extended or shortened.

Upon request, and proof of purchase, the City shall reimburse an employee for one (1) pair of boots every two (2) years, but the cost to the City of any one (1) pair of boots shall not exceed \$100.00.

ARTICLE 22

CITY PAID TUITION

The City encourages its employees to upgrade their educational background. In recognition of this, the City will pay for tuition, books, and supplies for any member pursuing studies to an Associate's, Bachelor's or Master's Degree in Police Administration, Criminal Justice, Public Administration or Law Enforcement.

Permission of the City Manager, or his designate, must be obtained prior to beginning any course. The City will reimburse the member in cash upon successful completion of the course. The member must present proper receipts to the City. Payment will be made with the next regular payment of City bills. The City will reimburse the member at the end of each semester/course which is successfully completed by the member.

All books shall be and remain the property of the City.

ARTICLE 23

EDUCATION BENEFITS

Section 1. If an employee successfully completes a course of study in Police Administration, Criminal Justice, Public Administration or Law Enforcement at an accredited school, the City will provide said employee with educational benefits as set forth in the schedule listed below:

AA Degree (or 60 hours) - as set forth above - \$250 per year.

BA/BS Degree - as set forth above - \$500 per year.

The premium shall be paid in two (2) installments as follows:

One-half (1/2) on January 2 to all employees who qualify as of December 31 of the preceding year.

One-half (1/2) on July 2 to all employees who qualify as of June 30 immediately preceding the due date of the premium.

For purposes of this Article, "successfully completes" shall mean that the officer completes the course of study with either a grade point average of 2.5 or better on a 5 point scale, or a letter grade of "C" or 2.0 or better on a 4 point scale.

ARTICLE 24

RESIDENCY

Section 1. All officers of the City of Clawson Police Department shall reside within fifteen (15) miles of the City of Clawson, Michigan.

ARTICLE 25

SHIFT SCHEDULES

Section 1. On the effective date of this Agreement, members will work a three (3) month shift chosen by the members according to seniority. Shifts* will be selected for a twelve (12) month block (four consecutive three (3) month periods).

*Shifts are days, afternoons and midnights. Any shift that overlaps midnights and afternoons shall be considered a part of the midnight shift.

Section 2. At the expiration of each three (3) month increment, selections will again be made for the last three (3) month increment of the twelve (12) month period. This ensures that schedules will always indicate members' advance selections for a twelve (12) month block.

Section 3. Any reductions in the number of members assigned to a shift would be made by reverse seniority.

Section 4. The City reserves the option to assign one (1) member per shift.

ARTICLE 26

IN-SERVICE TRAINING

All members of the bargaining unit shall continue to receive in-service training as provided by the City.

Section 1. Firearms Training. There shall be two (2) firearms training sessions each year at which each officer shall have the right to participate. The City shall provide the instructor and all supplies and equipment for said sessions. An officer shall be paid at the rate of time and one-half (1-1/2) his hourly base rate for attendance at these sessions while off duty for a minimum of three (3) hours.

ARTICLE 27

MISCELLANEOUS ITEMS

Section 1. Lockers shall not be opened for inspection, except in the presence of the officer, union representative or a bargaining unit member, unless such presence is waived by the officer. In the event the officer or union representative refuse to be present, the Department shall then have the right to inspect the locker after the notification to the Chief of Police of the refusal.

Section 2. Nothing in this Agreement shall abridge the rights and preferences of veterans, and members and retirees of the armed forces reserves, as provided by federal, state and local laws and rules and regulations.

Section 3. If an employee is required to use his privately owned vehicle for any police purpose, the City shall provide insurance coverage and mileage rates to the extent such coverage can be supplied or is included in existing policies of the City.

Section 4. Members shall not be required to deliver any items that can be sent via the U.S. Mail, except copies of Council agendas.

Section 5. The City agrees to install new lockers during the 1990-1991 contract year.

ARTICLE 28

DEPARTMENT FILES

Section 1. All personnel records which include home addresses, phone numbers, and pictures of members shall be kept confidential, except to the extent permitted by law, but may be released to persons other than officials of the City upon written authorization of the member involved.

Section 2. A member shall have the right to inspect his official personnel record whenever kept, twice a year or more often for good cause shown.

Section 3. Inspection shall be during regular business hours of the respective repository and be conducted under supervision of the Department. A member shall have the right to have a duplicate copy for his own use at his own expense. No records, reports, investigations, evaluations of similar data belonging in the Personnel File or Medical File shall be hidden from a member's inspection.

Section 4. A member may request to include in his personnel record and in any other file kept by the Department, a written refutation of any material he considers to be detrimental and to request its removal.

Section 5. The Department need not comply with the above provisions for inspection in those areas where there is a current on-going investigation of the officer.

ARTICLE 29

DISCIPLINARY PROCEDURE AND MEMBERS' RIGHTS

Section 1. The intent and purpose of this Article is to provide progressive disciplinary action. When employee disciplinary action is necessary, the following disciplinary options are available to the Department:

1. Written Reprimand. This form of discipline is usually at the level of a member's supervisory officer who shall be empowered to reprimand a member in writing for misconduct or work deficiencies. A copy of any written reprimand will be submitted to the Union President.

A. A written reprimand may be appealed to the Chief of Police, or

B. Subject to the grievance procedure.

2. Chief's Hearing. Upon a full investigation of allegations against an employee, the Chief may conduct a hearing and render any disciplinary penalty including a suspension or discharge. The Chief's decision will be transmitted in writing to the member and if he so requests, to the Union President within five (5) working days of the completion of the hearing.

Section 2. Appeals Process. All cases of discipline may be processed as a grievance or to arbitration.

Section 3. The City agrees that upon imposing discipline, the Union representative may be notified in writing of the action taken. Employees shall be given copies of all disciplinary actions and a copy shall be placed in the employee's personnel file. This Section does not pertain to employee counseling.

Section 4. When sixty (60) months of satisfactory service have been completed from the last disciplinary action taken by the City, all disciplinary matters appearing in the records shall, at the request of the employee, be removed.

Section 5. The Department shall give a member at least five (5) working days notice with a copy to the Union of any disciplinary matter scheduled to be heard at a Chief's hearing.

Section 6. An association officer, legal counsel, or both shall have the right to be present at all disciplinary hearings at the request of the member. The legal counsel shall be permitted to cross-examine all witnesses against the member, if testimony is taken.

Section 7. Throughout all disciplinary hearings, each member shall be presumed to be innocent and that presumption remains unless the Department overcomes it by the preponderance of the evidence.

Section 8. Whenever a member is subjected to interrogation by his Supervisor and/or the Chief of Police for any reason which could lead to disciplinary action, dismissal or criminal actions or charges, such interrogation shall be conducted under the following conditions:

A. The interrogation shall be conducted at a reasonable hour, preferably at the time when the member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required .

B. No interrogation shall begin until the member has been notified that he has a right to have counsel or an officer of the Union present.

Section 9. If any member is ordered to make an oral statement, he shall comply, subject to the receipt of Miranda or Garrity warnings, or both, and shall be given a reasonable time to act in accordance with such rights. After a member is ordered to make

any written statement in response to any alleged misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order to comply.

Section 10. A member who is charged with a felony or misdemeanor may be suspended by the Chief of Police without pay until such time that the criminal case is completed and a decision is rendered at a Chief's hearing. A Chief's hearing may be conducted regardless of the outcome of the criminal case.

Section 11. Any member may be temporarily suspended, with pay, from duty by any superior officer in order to insure the good order and efficiency of the Department.

Section 12. All suspended members shall immediately surrender their badge, service weapon, and departmental identification and shall not be empowered as police officers until such time that the suspension is rescinded by the Chief of Police.

Section 13. All suspension days will be deducted from the member's total departmental service time for the purpose of determining a member's seniority.

Section 14. Any claims for back wages as a result of reinstatement from a suspension or discharge shall be limited to the amount of base wages, that the employee would have earned. The City shall be entitled to a credit against back wages due for any unemployment compensation received by the employee during the suspension or discharge.

Section 15. Members are permitted to engage in political activity only when they are in an off-duty capacity and not in uniform.

Section 16. Any member who is accused of violating any criminal law, city, state or federal shall be entitled to his full rights under the State and Federal Constitutions, without being disciplined for exercising such rights unless specifically excepted in this Agreement.

ARTICLE 30

SALARY SCHEDULE

SEE APPENDIX A.

To determine hourly rates, the salary schedules shall be divided by 2080 hours.

Section 1. Pay Days. Under normal circumstances, members will be issued their paycheck between 8:00 a.m. and 8:15 a.m. on the day paychecks are normally issued.

ARTICLE 31

PENSION CONTRIBUTIONS

The City shall continue to assume full costs of the employee's pension contributions as required by Act 135.

ARTICLE 32

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein and to the extent permitted by law, be maintained during the term of this Agreement.

ARTICLE 33

TERM OF AGREEMENT AND MODIFICATION

Section 1. This Agreement shall be in effect from the first day of July, 1989, and shall remain in full force and effect up to, and including, the 30th day of June, 1992.

Section 2. If either party desires to modify this contract, it shall give written notice 120 days of the expiration date of this Agreement and negotiations shall commence thirty (30) days after that date.

Section 3. In the event negotiations extend beyond the expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

Section 4. The parties, in recognition of the fact that vital services are involved, agree that this contract shall remain in full force and effect until a new contract is negotiated. Should any member of the Union fail to comply with the terms of this contract and the City incurs any damages from such an act, the Union agrees to indemnify the City for any loss suffered by such an act.

Section 5. In the event this contract is successfully negotiated and signed after the commencement date of July 1, 1989, the parties agree there will be no right to a retroactive payment of any fringe benefits, except provisions regarding the City's reimbursement for boots in Article 21, Section 2, which may be increased or added to those existing in the prior agreement. The parties intend that only salary increase adjustments for all hours worked, as provided in Article 30, shall be retroactive to the extent provided in Article 30.

ARTICLE 34

PATROL STAFFING

The City agrees that whenever members of the bargaining unit are to convey any prisoners, such conveyance will be conducted by a two-man vehicle.

ARTICLE 35

SAVINGS CLAUSE

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal having jurisdiction over the matter or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements thereto shall not be affected thereby, and the parties shall, within a reasonable time, enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for any provision directly or indirectly affected.

CITY OF CLAWSON

CLAWSON POLICE OFFICERS
ASSOCIATION/MICHIGAN FRATERNAL
ORDER OF POLICE LABOR COUNCIL

Mary F. Curriess
MAYOR

Clinton R. West
CITY CLERK

Edmund Hume PRES

[Signature] VICE-PRES

APPENDIX A

1. For hires after July, 1989

	<u>CONTRACT YEAR</u>		
	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Start	\$25,000.00	\$25,000.00	\$25,000.00
6 mos	26,006.09	26,146.33	26,292.18
12 mos	27,012.18	27,292.67	27,584.37
18 mos	28,018.27	28,439.00	28,876.55
24 mos	29,024.36	29,585.34	30,168.74
30 mos	30,030.45	30,731.67	31,460.93
36 mos	31,036.54	31,878.00	32,753.11
42 mos	32,042.63	33,024.34	34,045.30
48 mos	33,048.72	34,170.67	35,337.48
54 mos	34,054.81	35,317.01	36,629.67
60 mos	35,060.90	36,463.34	37,921.87

2. For hires before July 1, 1989

	<u>CONTRACT YEAR</u>		
	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
Start	\$32,094.61	\$33,378.39	\$34,713.53
6 mos	32,588.99	33,892.55	35,248.25
12 mos	33,083.37	34,406.71	35,782.97
18 mos	33,577.75	34,920.87	36,317.69
24 mos	34,072.13	35,435.03	36,852.41
30 mos	34,566.51	35,949.19	37,387.13
36 mos	35,060.90	36,463.33	37,921.86

LETTER OF UNDERSTANDING
BETWEEN

THE CITY OF CLAWSON
AND
THE CLAWSON POLICE OFFICERS ASSOCIATION

The City of Clawson (the "City") and the Clawson Police Officers Association (the "Association") hereby agree to the following Letter of Understanding:

OVERTIME

When a patrol officer is scheduled to work, but is absent from his or her shift on a particular day, for whatever reason, the City agrees that any filling of the temporary vacancy on the shift will be done by using the following procedure:

(1) The hours will first be offered to patrol officers assigned to that shift but who are not scheduled to work that day, in order of their seniority; provided, however, that the City shall not be obligated to leave any message for the patrol officer called or await a return call from any officer called before proceeding to the next step in this procedure.

(2) In the event that the vacancy cannot be filled by following the procedure set forth in (1) above, the City shall have the right to fill the vacancy in any manner it deems appropriate, including but not limited to offering it to other patrol officers on other shifts or to command officers on the shift in question or other shifts.

The parties further agree that in an emergency or time problem, the procedure set forth herein may be bypassed.

In the event the City's application of the terms of the procedure set forth in this letter is grieved by the Union or its members, and such grievance is sustained, the

employee(s) remedy shall be limited to receiving the next fill in equivalent hours for time on his or her shift. In no event shall the City be require to pay for time not actually worked by the employee(s).

CITY OF CLAWSON

CLAWSON POLICE OFFICERS
ASSOCIATION/MICHIGAN FRATERNAL
ORDER OF POLICE LABOR COUNCIL

Mary F. Curriess
MAYOR

Clinton R. West
CITY CLERK

John C. Stueck PRES

Gregory VICE PRES.

LETTER OF UNDERSTANDING
BETWEEN

THE CITY OF CLAWSON
AND
THE CLAWSON POLICE OFFICERS ASSOCIATION

The City of Clawson (the "City") and the Clawson Police Officers Association (the "Association") hereby agree to the following Letter of Understanding:

REGARDING USE OF SEMI-AUTOMATIC WEAPONS
BY PATROL OFFICERS

The parties agree that, beginning February 5, 1990, patrol officers who are members of the bargaining unit may elect to use nine millimeter (9mm) semi-automatic weapons as their official sidearm, which sidearm shall be the Sig-Sauer 9mm. The use of such weapons by patrol officers shall be subject to the following restrictions:

(1) Purchase of any such weapons, including ammunition and any necessary holsters, shall be at the officer's expense.

(2) The City will provide a training officer to train patrol officers electing to carry semi-automatic weapons in their use. Such training must be completed satisfactorily by the patrol officer. Time spent by any patrol officer for training will not be compensated for by the City, and all officers who engage in such training hereby consent to waive any such compensation which would otherwise be due them for such training time.

