

6/30/96

AGREEMENT
BETWEEN
THE CITY OF CLAWSON
AND
CLAWSON COMMAND OFFICERS ASSOCIATION
AFFILIATED WITH POLICE OFFICERS LABOR COUNCIL

July 1, 1993 to July 1, 1996

Clawson, City of

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AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 1994, to be effective July 1, 1993, unless otherwise indicated herein, between the City of Clawson, hereinafter referred to as "City" or "Employer", and the Clawson Command Officers Association, represented by the Police Officers Labor Council, hereinafter referred to as "employee" and "Union", for the purpose of achieving efficiency and promotion of harmonious relations between the parties.

ARTICLE I

RECOGNITION

Section 1: Employees Covered. Pursuant to and in accordance with all the applicable provisions of Act 369 of the Public Acts of 1965 as amended, the City of Clawson does hereby recognize the Police Officers 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 Command Officers defined by law.

Section 2. Other Agreements. The employer will not aid, promote nor finance or engage in collective bargaining or make any agreement with any other 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 Labor Council.

Section 3. Union Security and Dues Deduction. 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 receipts by the City from the Union of written authorization allowing the deductions to be made.

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 thirty (30) 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 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.

The Union agrees to protect, save harmless, and indemnify the Employer from any and all claims, demands, suits, 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 II

UNION ACTIVITIES

Section 1. Right to Participate. 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 Association Officers who must necessarily be present for direct participation in the grievance adjustments and special conferences with the Department. Such persons must receive permission in advance from their immediate supervisor to leave their work station and must report back promptly when their part in the grievance adjustment or conference has been completed. This privilege shall not interfere with vital police services.

If any employee attends any meeting involving any step of the grievance procedures 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 the employees or the efficient operation of the City of Clawson or the Police Department, provided the meeting place is approved, in advance, by the City Manager.

Section 4. Union Representation. The Union shall be represented in all negotiations by their representatives who will be selected by the Union. The Union will furnish the City 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 representative 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 representatives and any changes thereto.

Section 5. Work Stoppages. 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, slowdown at any location or on any property, or interfere with the operations of the City during the term of Agreement.

In the event of a work stoppage during the term of this contract, or other curtailment of police services, 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. Union responsibility in Case of Stoppage. 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.

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

ARTICLE III

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 the 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 or detrimental to the welfare of the City, 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 IV

SENIORITY

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

ARTICLE V

HOURS OF EMPLOYMENT

Section 1. Pay Periods. Each pay period shall consist of fourteen (14) consecutive days. During each pay period Command 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 hour within pay periods may vary.

Section 2. 4/40 Shift. Command Officers on midnight shift will work 4/40 shifts. The City shall have the unilateral right to terminate this 4/40 schedule at end of any 6-month period, e.g., 12/31/93, 6/30/94, 12/31/94, 6/30/95, etc., (including terminating it upon the expiration date of this Agreement) upon 30-days prior written notice to Union.

ARTICLE VI

HOSPITALIZATION, DENTAL AND OPTICAL BENEFITS

Section 1. (a) The City shall furnish hospitalization medical coverage for the employee and his family. The plan to be Blue Cross/Blue Shield MVFl. Option IV, with Master Medical semi-private coverage, with M.L. Rider, and DRI-275 and a \$3.00 co-pay drug rider as long as the employee is on the City payroll. Eligibility day 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.

Effective July 1, 1994, employees shall pay the costs of deductibles not paid under the DRI-275 component of the Plan.

(b) Effective January 1, 1995, employees who are covered by other hospitalization insurance, and who opt not to be covered by the City's hospitalization plan shall receive a stipend, as follows:

2 person coverage	\$75.00 per month
family coverage	\$82.50 per month

In order to opt out of coverage under the City's hospitalization plan, an employee must do so in writing on a form provided by the City, and must provide the City Manager with acceptable proof that the employee and eligible dependents, if any, are covered by other insurance. By way of example, and not limitation, if an employee would normally be covered by the City's 2-person insurance, the employee must show proof that the employee and spouse are covered by other 2-person insurance. Similarly, an employee who normally would be covered under the City's family insurance must show that the employee and all family members are covered by another family insurance plan.

Stipend to be received by employees who opt out of the City's hospitalization plan will be paid on December 1 and June 1 for the preceding months. Employees who lose their other coverage may be added back to the City's hospitalization plan coverage, subject to all Blue Cross/Blue Shield rules, the next month.

Employees who decide to drop their other coverage and re-enter the City's plan must wait until the next Blue Cross/Blue Shield enrollment date.

Section 2. Upon retirement by said retirees, Blue Cross/Blue Shield Benefits then in effect shall be paid by the City for the retiree and spouse and any children under nineteen (19) years of age.

Section 3. Employees shall be covered by the City's Dental Program, 75-25 co-pay, orthodontic coverage shall be provided on a 50/50 co-pay basis with a maximum amount per lifetime of \$800.00 per employee, spouse and dependent children living in household.

Section 4. The City shall assume the full cost of the Optical Plan in effect on July 1, 1980, 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 towards the expense.

Section 5. The City shall have the right to change the carrier for all insurance provided for in this Article 6, provided, however, that the change in carrier will be done with reasonable advance notice to the union, and benefits will be equal to or better than current insurance benefits.

ARTICLE VII

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 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 be paid over to the City Treasurer.

Section 4. The employee shall apply for disability benefits in accordance with Act 427 of the Municipal Employees Retirement Act. The employee shall 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 VII shall mean current gross salary, less mandatory payroll deduction (retirement contributions, federal and state withholding taxes).

ARTICLE VIII

LIFE INSURANCE

Section 1. Effective January 1, 1995, employees are entitled to an accidental death dismemberment policy in the face amount of \$70,000, premiums shall be paid by the City. The insurance shall continue as long as the officer remains on the payroll.

ARTICLE IX

LIABILITY INSURANCE

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

ARTICLE X

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 subject to continued efficient operation of the Police Department.

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 be paid double time 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, and will be credited with compensable time as follows:

- (a) Work for four (4) or more hours, but less than six (6) hours -- two (2) hours compensable time;
- (b) Work for six (6) or more hours, but less than eight (8) hours -- three (3) hours compensable time;
- (c) Work for eight (8) or more hours -- four (4) 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).

ARTICLE XI

VACATIONS AND PERSONAL DAYS

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

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. Vacation earned in any one year shall be taken in the next fiscal year. Amounts in excess of one year's time shall be banked in a frozen account to be used by mutual agreement by a buy back at the City's option, credit toward retirement or in any other method approved by both parties. Amount in excess of thirty-nine (39) days shall be frozen. However, any accumulated amounts as of the date of this contract shall not be effected by this limitation.

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 no 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. Each employee shall be entitled to five (5) personal leave days per year. Such days shall be granted upon request of the employee, provided that reasonable notice is given to the Chief of Police to revise work schedules. When requests for personal business days have been approved, such days shall 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 employee's personal days shall be reduced to zero (0). Beginning July 1, 1990, unused personal days may not be accumulated or carried over from contract year to contract year.

ARTICLE XII

DAYS OFF (UNPAID TIME)

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

Section 2. After having been posted, leave days shall be changed only by mutual consent of the employee and Department, except when leave days are cancelled because of an emergency.

Section 3. When an emergency makes it necessary for an employee to work all or part of a cancelled day, he shall be compensated in cash at the rate of time and one-half (1-1/2) at his hourly base rate.

ARTICLE XIII

COURT TIME

Section 1. Court Time. For off-duty appearances at District Court, Federal Court, Circuit Court, Probate Court and 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) their base hourly 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 and one half (20.5) cents a mile for the use of his automobile.

ARTICLE XIV

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 or required to work beyond his normal scheduled termination time.

Overtime shall be paid at the rate of time and one-half (1-1/2) an employee's base hourly rate as defined below. Members of this bargaining unit shall be given the first opportunity to work overtime created by other members of this unit; for example, if a sergeant calls in sick and it is necessary to call in a replacement on overtime, the Department will call other members of this unit in first.

ARTICLE XV

CALL BACK TIME

Section 1. Call Back Time. Employees who are called to duty, for any purpose as directed by the Department, during their off-duty hours, shall receive a minimum of three (3) hours pay at time and one-half (1-1/2) their base hourly rate, provided, however, that this three hour minimum shall not apply to time worked immediately before or immediately after, and contiguous with, a shift worked or to be worked by the employee.

Section 2. The officers's base hourly rate shall be determined by dividing the base salary by two thousand and eighty (2,080) hours.

Section 3. Time shall be granted in increments of one-fifth (1/5) hours (twelve (12) minute periods) and no time will be granted for less than ten (10) minutes of work beyond the termination time.

Section 4. Off-duty officers required to attend meetings and training sessions shall be paid at time and one-half (1-1/2) base hourly rate.

ARTICLE XVI

STANDBY TIME

When a command Officer 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 time and one-half (1-1/2) pay rate.

When an officer receives a subpoena requiring that officer to appear in court for the purpose of giving testimony in a particular matter, and when that officer has been placed on standby time pursuant to the requirements of that subpoena, before the payment of any compensation hereunder, the Chief or his designee, shall first determine, by contacting the officer and the responsible prosecuting attorney, when the presence of that officer shall be immediately necessary. In the event of a dispute between the officer and the Chief or his designee, as to the necessity of standby time compensation or the immediate availability of the officer as a witness, the decision of the Chief shall prevail. Under no circumstance shall the decision of the Chief be such that the officer shall be placed in contempt of the order of the court for not appearing and testifying as required by the subpoena. The decision of the Chief or his designee on the availability of the officer to appear in court is subject to the provisions of the grievance procedure in the event the officer reasonably believes his presence is immediately required in court.

ARTICLE XVII

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 herewith.

ARTICLE XVIII

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.

ARTICLE XIX

SPECIAL CONFERENCES

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

Section 2. A Special conference on important matters shall be arranged between the Association 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 that agenda.

ARTICLE XX

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 the 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 the 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 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, submit his disposition of the grievance to the Grievance Committee.

- Step 3 If the grievance still remains unadjusted, it shall be presented by the Union representative or Grievance Committee to the City Manager in writing five (5) days after the response of the Chief of Police is due. The City Manager shall respond in writing to the Grievance Committee (with a copy of the response to the Union President) within five (5) working days, excluding Saturdays, Sundays or Holidays.
- Step 4 If the grievance is still unsettled, either party may, within fifteen (15) work 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 F.M.C.S. 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 Federal Mediation and Conciliation Service. 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 employees.

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 Declaratory judgement, which judgement shall limit itself to determinations to proper jurisdiction.

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, provided, however, that the Employer has given the Union 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 XXI

FUNERAL LEAVE

Section 1. Funeral Leave. 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. A maximum of five (5) days will be granted for funeral which are out-of-state, provided they come under the above.

ARTICLE XXII

SICK TIME

Section 1. 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 may receive a payout of the unused sick days in excess of the maximum accumulation of fifty percent (50%) of his current year's hourly rate at the City's option. If the City refuses the payment or a member declines payment, the unused sick days shall be added to his accumulated bank. Sick time is to be posted every six (6) months.

Section 2. The City may require any employees who are on sick leave for three (3) or more consecutive days to be examined by a City physician, at the City's expense, to determine if the employee(s) are able to return to work. Effective July 1, 1994, the City shall have the right to implement a program regarding sick leave abuse which counsels employees who have used forty-eight (48) hours or more of sick leave in a twelve (12) month period which has not been verified by a physician.

Section 3. 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 accrued sick leave for early retirement. If a member dies prior to retirement, one hundred percent (100) of accrued sick leave shall be paid to the member's estate.

Section 4. Sick leave benefits may be used for (1) personal illness, (2) serious illness or injury of a member of his immediate family, (3) to care for a member of his immediate family, provided the employee's absence from work during working hours is actually necessary for this purpose, (4) birth of a child of employee or spouse.

ARTICLE XXIII

UNIFORM CLEANING ALLOWANCES AND SEASONAL CHANGES

Section 1. Each member shall be paid a uniform maintenance allowance on the following schedules:

On December 1, 1993, members shall be paid \$400 cleaning allowance.

On December 1, 1994, members shall be paid \$400 cleaning allowance.

On December 1, 1995, members shall be paid \$400 cleaning allowance.

Section 2. Uniform 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 the temperatures require it, and 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 XXIV

CITY PAID TUITION

A command officer who through his attendance at an area college or university, pursues a course of study leading to the achievement of either an Associate Degree in Law Enforcement or a Bachelor of Science Degree in Criminal Justice Administration, will be eligible for reimbursement of tuition and textbook costs only. Such reimbursement will be contingent upon demonstration of successful completion of each class.

If a class is not directly related to law enforcement, but is nonelective prerequisite for degree achievement, it will be reimbursed as any other law enforcement related class.

If an officer chooses as an elective class a subject not directly related to law enforcement, the City will not be obligated to reimburse the officer. The Chief of Police or his designate will make the final decision concerning class relationship to the field of law enforcement

ARTICLE XXV

EDUCATION BENEFITS

Section 1. If an employee successfully completes a course of study in the Science of Law Enforcement to 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) - Criminal Justice or Related Field \$250 per year.

BA/BS Degree - Criminal Justice or Related Field - \$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 31st 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.

ARTICLE XXVI

RESIDENCY

Section 1. All officers of the City of Clawson Police Department shall reside within twenty (20) miles of the City of Clawson, Michigan.

ARTICLE XXVII

IN-SERVICE TRAINING

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

Section 1. Firearm 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, 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.

ARTICLE XXVIII

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 law 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.

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.

ARTICLE XXIX

DEPARTMENT FILES

Section 1. All personnel records which include home addresses, home numbers, and pictures of members shall be kept confidential, and never be released to any person other than officials of the City upon written authorization of the member involved, subject to requirements of law.

Section 2. A member shall receive the right to inspect his official personnel record wherever 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. Said member shall have the right to have a duplicate copy for his own use at his own expense. No records, reports, investigation, evaluations of similar data belonging in 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.

ARTICLE XXX

DISCIPLINARY PROCEDURE AND MEMBERS' RIGHTS

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

- a. 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 Association President.
 - (1) A written reprimand may be appealed to the Chief of Police, or
 - (2) Subject to the grievance procedure.
- b. 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 the Association 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 employer agrees that upon imposing discipline, the Union representative shall 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 employees personnel file. This Section does not pertain to employee counseling.

Section 4. When sixty (60) months of satisfactory service has been completed from the last disciplinary action taken by the Employer, all disciplinary matters appearing in 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 Association 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 under investigation or subjected to interrogation by his Supervisor and/or Chief of Police for any reason which could lead to disciplinary action, dismissal, or criminal actions or charges, such investigations or 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 Association 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 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 case is completed and a decision is rendered at a Chief's hearing. The merits of the case may be reviewed at the Chief's hearing after a decision is rendered in a criminal case 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 of discharge shall be limited to the amount of base wages that the employee would have earned.

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 XXXI

SALARY SCHEDULE

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

Section 2. Salary Differential. Sergeants shall receive twelve percent (12%) over the normal rate of pay of a patrol officer who was hired before July 1, 1989. Beginning July 1, 1994 this differential shall be increased to thirteen percent (13%), and beginning July 1, 1995 this differential shall be increased to fourteen percent (14%).

Lieutenants shall receive seventeen percent (17%) over the normal rate of pay received by a patrol officer who was hired before July 1, 1989. Beginning July 1, 1994 this differential shall be increased to eighteen percent (18%), and beginning July 1, 1995 this differential shall be increased to nineteen percent (19%).

In the event that all, or part of, the \$1,500 lump sum annual payment referred to in the 1992-1995 Collective bargaining Agreement between the City and the Clawson Patrol Officers Association is ever made a part of the patrol officers normal or base wage, the portion made part of the patrol officer's normal or base wage shall not be included as part of the "normal rate of pay for a patrol officer who was hired before July 1, 1989," as that phrase is used in this Article, for purposes of calculating any of the rank differentials set forth in this Article.

Section 3. Salary Schedule

<u>Year</u>	<u>Lieutenants</u>	<u>Sergeants</u>
1993-94	\$47,989.05	\$45,938.23
1994-95	\$50,335.18	\$48,202.33
1995-96	To be determined	To be determined

ARTICLE XXXII

RETIREMENT

Section 1. The City shall continue to assume full costs of the employee's pension contributions as required by Act 427 (M.E.R.S.).

Section 2. Effective April 1, 1991, and subject to the conditions of this article, the City will amend its adopted pension plan for command officers, such that the provision is as follows:

MERS Benefit program B-3 (2.25% of members final average compensation multiplied by years and months of credited service);

Final average compensation plan FAC-3 (Final average compensation is computed on the highest 36 consecutive months of earnings, divided by 3;

An employee who has 25 years of service with the City and who has attained the age of 55 years, may at his option retire with full pension (F-55/25).

ARTICLE XXXIII

MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this Agreement shall, except as improved herein, be maintained during the terms of this Agreement.

ARTICLE XXXIV

TERM OF AGREEMENT AN MODIFICATION

Section 1. Except as otherwise provided herein, this Agreement shall be in effect from the first day of July 1, 1993 and shall remain in full force and effect up to and including the 30th day of June, 1996.

Section 2. If either party desires to modify this contract, it shall give written notice within 120 days of 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.

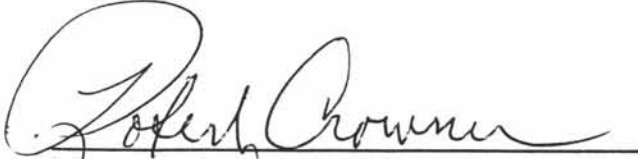
ARTICLE XXXV

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

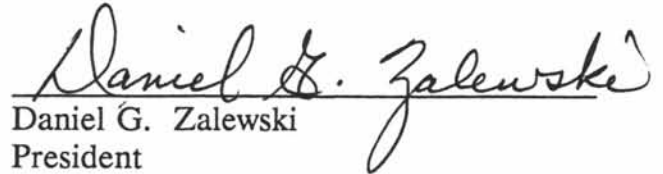


Mayor Robert A. Crowner



Carol A. Kanirie
City Clerk

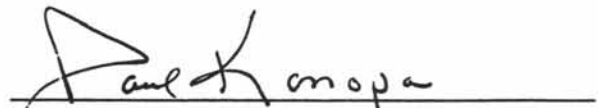
POLICE OFFICERS LABOR
COUNCIL/CLAWSON COMMAND
OFFICERS ASSOCIATION



Daniel G. Zalewski
President

Dennis Guy
Vice-President Clawson Command
Officers Assoc.

Harry Anderson



Paul Konopa, Field Rep.
Police Officers Labor Council

I, CAROL KANIRIE, in my official capacity as Clerk for the City of Clawson, Michigan hereby certify on this 6TH day of DECEMBER, 1994, that the Labor Agreement enclosed is a true and correct copy of the entirety of the Labor Agreement between the CITY OF CLAWSON and THE POLICE OFFICERS LABOR COUNCIL for the period of July 1, 1993 to June 30, 1996, and that said Agreement is currently in full force and effect.

LETTER OF UNDERSTANDING

BETWEEN

THE CITY OF CLAWSON
and
THE CLAWSON POLICE COMMAND OFFICERS ASSOCIATION

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

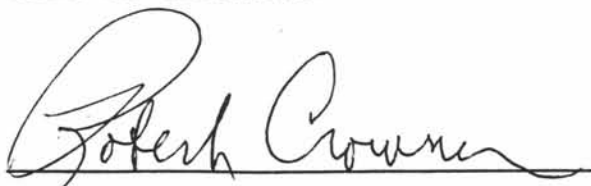
**REGARDING USE OF SEMI-AUTOMATIC WEAPONS
BY COMMAND OFFICERS**


The parties agree that, beginning April 1, 1991, 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 _____.
The use of such weapons by command officers shall be subject to the following restrictions:

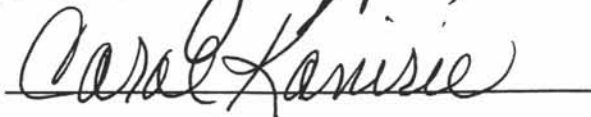
1. Purchase of any such weapons, including ammunition and any necessary holsters, shall be at the command officer's expense;
2. The City will provide a training officer to train command officers electing to carry semi-automatic weapons in their use. Such training must be completed satisfactorily by the command officer. Time spent by any command 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.
3. The City will pay command officers for annual qualifications and will provide ammunition for annual qualification in accordance with past practice regarding other weapons and the qualifying of officers to use such weapons.


CITY OF CLAWSON

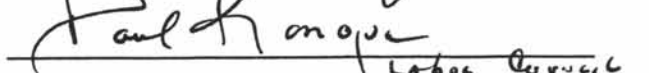
LABOR COUNCIL/CLAWSON
COMMAND OFFICERS ASSOCIATION











Labor Council