

**AGREEMENT**

**BETWEEN**

**THE CITY OF ST. CLAIR SHORES**

**and**

**THE ST. CLAIR SHORES EMERGENCY DISPATCHERS UNION  
OF  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN**

**July 1, 2006 to June 30, 2010**

**TABLE OF CONTENTS**

<b><u>ARTICLE NUMBER</u></b>	<b><u>ARTICLE</u></b>	<b><u>PAGE NUMBER</u></b>
	AGREEMENT	3
1	PURPOSE AND INTENT	3
2	COVERAGE	3
3	RECOGNITION	3
4	GENERAL	3
5	RIGHTS OF EMPLOYER	4
6	AGENCY SHOP CLAUSE	4
7	CHECK OFF AND REMITTANCE DUES AND FEES	5
8	UNION ACTIVITIES	6
9	OTHER AGREEMENTS AND ORGANIZATIONS	7
10	WORK RULES AND REGULATIONS	7
11	HIRING, PROMOTION AND LAYOFFS	7
12	RESIDENCY	7
13	RATES FOR NEW CLASSIFICATION	8
14	PROBATIONARY PERIOD	8
15	SENIORITY	8
16	TEMPORARY TRANSFER OF EMPLOYEE	8
17	HOURS OF EMPLOYMENT	9
18	SHIFT DIFFERENTIAL	10
19	OVERTIME PAY	10
20	CALL-IN TIME	11
21	COMPENSATORY TIME	11
22	TRADING OF DAYS	11

<u>ARTICLE NUMBER</u>	<u>ARTICLE</u>	<u>PAGE NUMBER</u>
23	SICK LEAVE	11
24	PERSONAL BUSINESS DAYS	12
25	LEAVE OF ABSENCE	13
26	VACATION SELECTION AND VACATION TIME	13
27	VACATION ACCUMULATION AND PAYMENT IN LIEU OF VACATION TIME	14
28	JURY DUTY	14
29	REQUIRED TRAINING	15
30	EDUCATIONAL REIMBURSEMENT	15
31	PERFORMANCE EVALUATIONS	15
32	SAFETY AGREEMENT	15
33	STRIKE PROHIBITION	15
34	GRIEVANCE PROCEDURE	16
35	LIABILITY COVERAGE	17
36	DUTY RELATED ILLNESS AND INJURY	17
37	HOSPITALIZATION	17
38	INSURANCE	20
39	PENSION	20
40	HOLIDAYS	21
41	CLOTHING ALLOWANCE	21
42	WAGES	22
43	TERM OF CONTRACT	22
	SIGNATURE PAGE	23
	LETTER OF UNDERSTANDING	24

## AGREEMENT

THIS AGREEMENT entered into this day of , 2006, effective from July 1, 2006 to June 30, 2010 between the City of St. Clair Shores, Michigan, a municipal corporation, (hereinafter referred to as the "City"), and the St. Clair Shores Emergency Dispatchers Union of the Police Officers Association of Michigan, (hereinafter referred to as the "Union").

WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

### ARTICLE 1 PURPOSE AND INTENT

- 1.1 The parties hereto have entered into this Agreement pursuant to the authority of Act 379 of the Public Acts 1965, as amended, to incorporate understandings previously reached and other matters into formal contract; to promote harmonious relations between the City and the Union, in the best interests of the community; to improve the public Emergency Dispatching service; and to provide an orderly and equitable means of resolving future differences between the parties.
- 1.2 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include both male and female employees.

### ARTICLE 2 COVERAGE

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

### ARTICLE 3 RECOGNITION

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

### ARTICLE 4 GENERAL

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

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

## ARTICLE 5 RIGHTS OF EMPLOYER

- 5.1 Employer retains the sole and exclusive right to manage and operate the City in all of its operations and activities, except as otherwise provided in this Agreement. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire, determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and the number of facilities and departments to be operated and their locations; to adopt, modify, change or alter its budget, to combine or reorganize any or all parts of its operations; to determine the number of supervisors; to direct and control operations; to maintain order and efficiency; to continue and maintain its operation as in the past; to study and use improved methods and equipment and outside assistance, and in all respects to carry out the lawful, ordinary, and customary functions of City Government, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. Disputes over any rights of management shall be subject to the grievance procedure, including arbitration.
- 5.2 Except as this Agreement otherwise provides, the Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, lay off and recall personnel; to establish reasonable work rules and the penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; to provide and assign relief personnel, provided, however, that these rights shall not be exercised in violation of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedures established herein.

## ARTICLE 6 AGENCY SHOP CLAUSE

- 6.1 Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement. The representation fee shall not be in excess of the amount of the cost of collective bargaining negotiations, contract administration, grievance and arbitration administration and Union administration costs.
- 6.2 Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition for continued employment to become members of the Union or pay a representation fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

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

**ARTICLE 7  
CHECK OFF AND REMITTANCE OF DUES AND FEES**

- 7.1 During the life of this Agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union Membership dues, representation fees and/or any other fees levied in accordance with the Constitution and By-laws of the Union and terms of this Agreement, from the pay of each employee who executes or has executed an "Authorization for Check-Off Dues" form. Such dues and/or fees must be tendered by payroll deduction.
- 7.2 Deduction for any month shall be remitted to the Treasurer of the St. Clair Shores Emergency Dispatchers Union with a list of names of all employees from whom the deductions have been made no later than the Monday following the pay period in which the deduction was made.
- 7.3 Dues shall be established from time to time by the Union. The City, upon receipt of proper authorization from the President of the Union, shall deduct bi-weekly dues from the employee's pay. The Union shall provide the City with thirty (30) days notice of any change in the amount of dues.
- 7.4 Failure of an employee to complete the "Authorization for Check-Off Dues" form shall result in the Employer automatically deducting dues from the employee's paycheck in compliance with Public Act 604, MCLA 408.477.
- 7.5 No employee shall be terminated under this Article except as provided below:
- 7.5.1 The Union has first notified the Employer in writing that the employee has elected not to join the Union.
- 7.5.2 Within ten (10) working days from the date the Union notifies the Employer that the employee has elected not to join the Union, the Employer shall:
- a. Notify the employee of provisions of this Agreement.
  - b. Obtain the employee's response and notify the Union of the employee's response.
- 7.5.3 In the event the employee has neither joined the Union nor signed the "Authorization for Representation Fee Deduction" form after the above, the Union will proceed to request termination of the employee, by registered mail and return receipt requested.

- 7.5.4** Upon receipt of such written notice, the Employer shall, within five (5) working days, notify the employee that unless there is compliance, the employee will be terminated not later than the end of the next pay period.
- 7.5.5** The employee shall then be terminated unless the employee can produce evidence of compliance.
- 7.6** The Employer agrees to provide this service without charge to the Union.
- 7.7** The Employer shall not be liable to the Union by reason of requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee.
- 7.8** The Union will save harmless the Employer from any and all claims, demands, suits and other liability brought by an employee for reasons of actions taken by the Employer for the purpose of complying with the Article on Agency Shop Clause and this Article.
- 7.9** The Union will not save harmless the Employer for actions not taken in compliance with the Article on Agency Shop Clause and this Article and will pursue non-compliance through the Grievance Procedure as set forth in this Agreement.

## **ARTICLE 8 UNION ACTIVITIES**

### **8.1 Release Time**

- 8.1.1** The President of the Union shall be afforded time off during regular working hours, without loss of benefits, to conduct such Union business as he or she deems necessary and to fulfill his or her responsibilities to the Union for processing of grievances. The President shall first obtain permission for release time from the Chief or, if he/she is not on duty, from the Shift Commander. Permission shall not be unreasonably denied. A substitute may be appointed and afforded the above-mentioned release time if the President is unavailable due to leave.
- 8.1.2** Members of the Union authorized by the Union to attend conventions shall be allowed time off without loss of benefits to attend State conventions. Such time off shall be limited to one member of the Union per day.
- 8.1.3** The Bargaining Committee of the Union will include not more than two (2) representatives of the Police Officers Association of Michigan with three (3) elected representatives of the Emergency Dispatchers Union, not assigned to the same shift. The Committee may include not more than two (2) non-employee representatives. The Union will furnish the Human Resource Director's office with a written list of the Union's Employees Bargaining Committee prior to the first bargaining meeting. The elected representatives of the Emergency Dispatchers Union shall continue on the Departmental shift assignment routine.
- 8.1.4** If the privilege hereinbefore provided for under this section shall be abused, the alleged abuse shall be a proper subject matter for a conference between two (2)

designated representatives of the Employer and two (2) representatives of the Union.

- 8.2 Bulletin Boards The Union shall be provided with a bulletin board for the posting of Union notices or other materials. The Union shall have reasonable allocation of area for its records, files and material, at the Police Department, subject to the approval of the President of the Union and the Chief of the Police Department.
- 8.3 Meetings The Union may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees, or the efficient operation of the Emergency Dispatching. Union members will be allowed to relieve on-duty members for the purpose of Union meeting participation. Such relief shall not be the monetary obligation of the City.

#### ARTICLE 9 OTHER AGREEMENTS AND ORGANIZATIONS

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

#### ARTICLE 10 WORK RULES AND REGULATIONS

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

#### ARTICLE 11 HIRING, PROMOTIONS AND LAYOFFS

- 11.1 Oral Interviews For purposes of oral interviews for entry level positions of civilian dispatch, the City's Human Resource Director and its Police and Fire Chiefs or their designees shall constitute the Oral Interview Board.
- 11.2 Promotions Promotions shall be in accordance with City Civil Service, as amended, except as otherwise provided in this Article. Promotional criteria for newly created supervisory positions within the unit shall be subject to negotiations between the parties.
- 11.3 Layoffs Layoffs shall be in accordance with seniority provided the remaining senior employee not laid off has the ability and skill to perform the remaining work.

#### ARTICLE 12 RESIDENCY

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



**ARTICLE 13  
RATES FOR NEW CLASSIFICATION**

- 13.1** In the event that new classifications are created within the bargaining unit, or the work involved in the dispatcher classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.
- 13.1.1** Union Notification The City shall notify the Union in writing whenever new classifications are created or the work of the Dispatcher classification is substantially modified, and propose a pay rate for the classification.
- 13.1.2** Union Response If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the City.
- 13.1.3** Submission to Grievance Procedure If the Union and City cannot agree on the rate of pay through negotiations, the matter may be submitted at Step 2 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be as established by the City.

**ARTICLE 14  
PROBATIONARY PERIOD**

- 14.1** The probationary period for new employees of the St. Clair Shores Emergency Dispatchers shall be six (6) calendar months from the date of hire. The probationary period may be extended by the City for up to six (6) additional months.
- 14.2** All new employees shall be trained by a certified Communications Training Officer, following a program established by the Communications Supervisor and the CTO Cadre.
- 14.3** All Communications Training Officers shall be compensated at the rate of one (1) hour of overtime pay for each day spent training a new employee.

**ARTICLE 15  
SENIORITY**

- 15.1** A Bargaining unit member shall have bargaining unit seniority based upon the member's date of hire as an emergency dispatcher. Bargaining unit seniority shall be applied as set forth in this Agreement under City Civil Service. Unless otherwise specified, "seniority" shall be bargaining unit seniority.
- 15.2** If members have the same date of hire, bargaining unit seniority shall be determined by their order on the hiring list or by their order of hire if different from the hiring list.

**ARTICLE 16  
TEMPORARY TRANSFER OF EMPLOYEE**

- 16.1** The City shall not transfer any member of the bargaining unit to a job classification outside of the bargaining unit except on an emergency basis. In making such a

transfer, the supervisor shall consider the effect of the transfer upon the emergency dispatch operation.

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

## ARTICLE 17 HOURS OF EMPLOYMENT

- 17.1 Work Schedule The schedule shall provide for three (3) designated shifts.

17.1.1 Days shift shall commence at 0800 hours.

17.1.2 Afternoon shift shall commence at 1600 hours.

17.1.3 Midnight shift shall commence at 0000 hours.

- 17.2 Break and Lunch Periods

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

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

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

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

- 17.4 Each member shall be scheduled to work forty (40) hours per week on the shift selected by the procedures stated below.

- 17.5 Shift Selection

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

17.5.2 Shift selections shall be provided to the Dispatch Supervisor thirty (30) days prior to the implementation of the new schedule. The shift/leave day selection process shall be handled by the Union.

17.5.3 If a vacancy occurs on any shift, that vacancy will be offered to the other dispatchers on a seniority basis. No other dispatcher shall lose their rights or vacation selection due to unscheduled transfers.

17.5.4 The City may assign a probationary employee to any shift during the probationary period with prior notification.

**ARTICLE 18  
SHIFT DIFFERENTIAL**

- 18.1 Members of the bargaining unit shall receive a premium of three and one-half (3.5%) percent of their base hourly pay for all hours worked on the afternoon shift and six and one-half (6.5%) percent of their base hourly pay for all hours worked on the midnight shift.
- 18.2 Shift differential shall be paid semi-annually on or before January 30 and July 30, respectively. The January shift differential shall be paid in one of the regular bi-weekly pays. The July shift differential shall be paid by separate check.

**ARTICLE 19  
OVERTIME PAY**

- 19.1 Computation All employees who are required to work more than their regular forty (40) hour scheduled work week shall be paid at the rate of time and one-half (1½) for each hour of overtime worked.
- 19.2 Regular Overtime A rotating list of all Emergency Dispatchers shall be used for all overtime. The list shall be arranged by department seniority and the number of eight (8) hour blocks worked or refused shall be recorded. A list of eligible dispatchers shall be assembled so that the employee with the lowest number shall be asked first. This procedure shall be followed so that the list shall reflect the order, from lowest to highest, the number of eight (8) hour overtime opportunities. No employee, for the purpose of the overtime list, shall be considered to be more than two slots behind at anytime. Overtime slots in excess of two shall be counted but not used to determine overtime position on the list.
- 19.3 The parties recognize that members shall not be compensated for occasional errors in the overtime procedure but at the same time reserves the right to grieve any and all errors for monetary compensation if those errors are repetitive or flagrant violations.
- 19.4 Overtime of less than four (4) hours shall not be chargeable to the overtime list. The Union shall have access to the Master Overtime List.
- 19.5 Employees shall be considered ineligible for overtime for reasons of sick, vacation, funeral leave, personal business, or any other leave time granted by this Agreement. Dispatchers will be eligible for overtime while on vacation, personal business, or accumulated time off, after having notified the Shift Commander in writing that he/she is available. If it becomes necessary to order a dispatcher to work overtime, any dispatcher currently on vacation, personal business or AT day shall be called to fill the overtime slot, regardless of prior notification. However, refusals will not be charged to the overtime list; with the exception of the dispatcher causing the overtime. NOTE: Dispatchers are not eligible for overtime created by their own absence. Sick time and funeral leave are not included in this Agreement.

19.6 An employee, while on his/her regular shift, who is ordered to work more than eight (8) hours shall be paid overtime at the rate of time and one-half (1½) for all overtime worked. For all overtime that is not in full one hour increments, the following schedule shall apply:

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

19.7 Overtime Schedule In the event that a dispatcher cannot be hired to fill an overtime slot, the dispatcher lowest in seniority currently working may be ordered to fill the slot. Any dispatcher held over for two (2) consecutive days shall not be ordered to work overtime on a third consecutive day. In that case, the dispatcher next lowest in seniority can be ordered to fill the slot. Any dispatcher who is already working on overtime shall not be ordered to work the next shift in an overtime capacity.

**ARTICLE 20  
CALL-IN TIME**

20.1 A dispatcher called in for duty for other than his/her regular eight (8) hour shift shall receive a minimum of four (4) hours pay. For each hour actually worked the dispatcher shall be paid time and one-half (1½) and straight-time for the remaining hours.

**ARTICLE 21  
COMPENSATORY TIME**

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

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

**ARTICLE 22  
TRADING OF DAYS**

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

**ARTICLE 23  
SICK LEAVE**

23.1 Each member of the bargaining unit shall receive nine (9) sick days each January 1. Members will be allowed to accumulate up to ten (10) sick days. In January of each following year, any days in excess of ten (10) not used through December 31 will be paid to the employee at the rate of pay prevailing at the time of payment. Upon separation of employment, accumulated days are paid at one hundred (100%) percent of proration.

- 23.2 New hire probationary employees do not accrue sick leave time until after successful completion of their probationary period. Sick time is then prorated for the remainder of the year.
- 23.3 A short-term disability plan shall be provided by the City commencing on the eighth (8<sup>th</sup>) day of non-duty disability and continuing through the 365<sup>th</sup> day. A member of the unit shall be compensated at sixty-five (65%) percent of his/her regular pay during this period of disability.
- 23.4 The City reserves the right to require a written statement from the employee's doctor where a reasonable basis exists for suspecting sick leave abuse or misuse. The City also reserves the right to require the employee to be examined by a physician of the City's choice, at the City's expense.
- 23.5 Employees may utilize sick leave in case of the illness or injury of a child of the employee who resides in the employee's home.
- 23.6 Accumulated sick leave of current employees shall be frozen and may be utilized to supplement disability payments so as to provide up to eighty (80%) percent of the employee's regular rate of compensation. Any banked time may likewise be utilized to supplement disability payments to a maximum of eighty (80%) percent.
- 23.7 Sick leave days earned prior to 1994 currently posted as "frozen days" may be paid to the employee upon petition to the Finance Department. The petition must be received by February of each year to be included in the budget effective the next July. The payment of these days is subject to funding. Upon separation of employment, these days are to be paid in full.
- 23.8 Bargaining unit seniority and City service time shall continue to accumulate while on sick leave and short term disability.

**ARTICLE 24  
PERSONAL BUSINESS DAYS**

- 24.1 Three (3) personal business days shall be allowed with pay upon written application and approval by the Shift Supervisor during each year of this Agreement. Personal business days shall not be carried over from year to year. Personal business days may be used in four (4) hour increments. The aforementioned personal business days are allowed in a calendar year and these days are not accumulative.
- 24.2 New hire probationary employees may use up to two (2) personal business leave days during their probationary period, upon supervisor approval. Upon successful completion of probationary period, remaining pro-rated calendar personal days (if any) will be credited.
- 24.3 Effective January, 2002, one (1) day of Sick Leave, Section 23.1, may be used for the purpose of a Personal Business Day. This day shall be deducted from the employee's sick leave bank.
- 24.4 One (1) of the above personal business days may be taken in conjunction with a vacation.

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

## ARTICLE 25 LEAVE OF ABSENCE

- 25.1 Military Leave Members of the Armed Forces Reserves or National Guard will be paid a maximum of two (2) weeks pay while they are engaged in normal reserve training periods, provided that proof of services is submitted. If required to serve more than two (2) weeks, the Employer shall grant the employee any additional time required with loss of pay or shall allow the employee to use compensatory or vacation time.
- 25.2 Funeral Leave In the event of a death in the immediate family of the employee, the employee shall be entitled, when so required, to the next seven (7) days with regular pay (leave days to be included but without pay) to arrange for or attend a funeral and burial. Immediate family shall be deemed to be husband, wife, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, step-child, step-father, step-mother or any individual for whom the employee is legal guardian.
- 25.2.1 Employees shall be entitled to one (1) day with pay, when so required, in the event of the death of an aunt, uncle, niece, nephew, brother-in-law, sister-in-law, aunt-in-law, uncle-in-law and grandparent-in-law.
- 25.2.2 In the event of special circumstances resulting in a later funeral date, the Dispatch Supervisor may set another date for the commencement of the funeral leave.
- 25.2.3 The foregoing time shall not be deductible from sick leave or vacation time and shall have no effect on the employee's seniority.
- 25.3 The collective bargaining Agreement is to be interpreted consistent with the provisions of the Family Medical Leave Act.

## ARTICLE 26 VACATION SELECTION AND VACATION TIME

- 26.1 Procedure All vacation selections of one (1) week or longer shall be based on departmental seniority, and shall have precedence over shorter length requests regardless of seniority. Vacation selections for a minimum of one (1) week will be made after each shift selection process; method and procedure to be handled by the Union. The shift supervisor shall not deny any request for vacation time use without reasonable justification. No dispatcher shall lose a previously selected vacation due to unscheduled transfers.
- 26.2 Vacation Time Employees shall be credited and have available vacation in January of each year for the entire calendar year based upon their anniversary date in that calendar year. If an employee leaves employment or does not work ten (10) days in the month ("work" shall include vacation, personal leave days and compensatory days), the payoff amount or accumulated vacation amount will be reduced accordingly.

- 26.3 The following vacation earnings schedule provided the employee has worked ten (10) days in each calendar month ("worked" shall include vacation, personal leave days and compensatory days):

<u>Service Time</u>	<u>Days Earned</u>	<u>Hours/month – illustrative</u>
Completion of probation to 5 years	13	8.67
5 to 10 years	17	11.34
Over 10 years	23	15.34

- 26.4 New hire probationary employees do not accrue vacation leave time until after successful completion of their probationary period. Vacation time is then credited retroactive to date of hire.

**ARTICLE 27**  
**VACATION ACCUMULATION and PAYMENT IN LIEU OF VACATION TIME**

- 27.1 Up to ten (10) vacation days may be accumulated and carried over to the following calendar year. Additional days over the maximum ten (10) days have to be used by the end of the first pay period in January or they will be forfeited.
- 27.2 If an employee becomes ill and is under the care of a duly licensed physician during their vacation, their vacation will be rescheduled at an open date if he/she desires. In the event his/her incapacity continues throughout the year, he/she will be awarded payment in lieu of vacation. The foregoing does not include job incurred injuries.
- 27.3 Termination of Employment In the event employment is terminated, an employee will be paid for all earned vacation accumulated, computed on the basis of all earned vacation from the prior year not used, and the vacation time earned in the current year. Payment for unused vacation time shall not be included in final average compensation.

**ARTICLE 28**  
**JURY DUTY**

- 28.1 Jury Duty
- 28.1.1 Any employee who serves four (4) or more hours of jury duty in a single day is not required to return to duty.
- 28.1.2 Any employee scheduled to work the midnight shift prior to jury duty shall not be required to work the midnight shift.
- 28.1.3 Participation in jury duty shall not result in any loss of pay or benefits.
- 28.1.4 Proof of jury duty and/or assignment shall be documented, if requested.
- 28.2 Work-Related Court Time
- 28.2.1 Any employee required to appear in court or at other legal proceedings for a work related incident shall be released from work in full pay and benefits.

- 28.2.2** Court appearances concerning work-related incidents are considered as hours worked for overtime purposes if they occur on the employee's day off.
- 28.2.3** Court subpoenas requiring only stand-by for work-related incidents on the employee's day off shall be compensated at a rate of two hours pay if no appearance is required.

**ARTICLE 29  
REQUIRED TRAINING**

- 29.1** Emergency Dispatchers required to attend dispatch training schools or seminars shall be paid for actual time in attendance. Dispatchers shall be paid for actual travel time and mileage at the approved Internal Revenue Service established rates. Dispatchers will not be compensated for mileage or travel time when the training is held at Macomb Community College and is in lieu of a regularly scheduled shift.

**ARTICLE 30  
EDUCATIONAL REIMBURSEMENT**

- 30.1** Subject to funding being available, any employee who attends educational classes which are directly related to his/her employment as a civilian dispatcher, including introductory courses in police/fire science/emergency medicine and computers, shall be reimbursed for tuition and books. Reimbursement shall not exceed \$1,000.00 annually. The Employer shall reimburse up to one Bachelor Degree. Approval for the payment of said courses and books shall be obtained prior to enrollment for the course. No approval will be granted after enrollment for the course. The employee must receive a passing grade of "C" or better in order to receive reimbursement.

**ARTICLE 31  
PERFORMANCE EVALUATIONS**

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

**ARTICLE 32  
SAFETY AGREEMENT**

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

**ARTICLE 33  
STRIKE PROHIBITION**

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



**ARTICLE 34  
GRIEVANCE PROCEDURE**

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

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

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

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

Step 4 If the alleged grievance remains unresolved either party may, within thirty (30) calendar days, request arbitration. Said arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service shall submit to both the Union and the City a list of seven (7) Arbitrators. Beginning with the moving party, each party shall strike names from the list until only one name remains. That person shall be appointed as the Arbitrator. The parties may attempt to mutually select an arbitrator as an alternative process. The arbitration shall be conducted in accordance with the rules and regulations of the Federal Mediation Conciliation Service. The decision of said Arbitrator shall be binding on both parties to this Agreement. The fees and expenses of said Arbitrator shall be borne by the party against whom the decision is rendered.

**34.2** Other Remedies

**34.2.1** The grievance procedure provided in this Agreement shall be the sole and exclusive remedy for alleged violations of the collective bargaining Agreement.

**34.2.2** All employees shall have the right to be represented by the President of the Union or his/her designated delegates at all disciplinary conferences or procedures. A copy of the alleged charges shall be given to the Union before all disciplinary conferences or procedures.

- 34.2.3** A copy of any notice of disciplinary action taken against any employee which may result in official entries being added in his/her work record shall be given to the Union prior to implementation of said disciplinary action.
- 34.2.4** The claim of any permanent employee that he/she has been unjustly discharged or otherwise disciplined shall be processed as a grievance.
- 34.2.5** All time limits on the grievance procedure may be shortened or extended by mutual Agreement in writing.
- 34.2.6** The Arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Provided that the Arbitrator's decision is not beyond the scope of his/her power, his/her decision shall be final and binding upon the parties.

### **ARTICLE 35 LIABILITY COVERAGE**

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

### **ARTICLE 36 DUTY RELATED ILLNESS AND INJURY**

- 36.1** Duty Related Provisions of Worker's Compensation Laws of the State of Michigan shall apply in all accidents or injuries to employees in the line of duty. Each full-time employee and each probationary employee who is unable to work as a result of an injury or sickness arising from the performance of his/her duty, shall be paid by the City at his/her regular rate of pay for the duration of worker's compensation benefits. All workers' compensation checks shall be signed and turned over to the City. (All medical bills paid out on the behalf of the employee shall be paid within a reasonable time.) No employee shall receive from the City the above supplemental payment while they are drawing a disability pension. During any period when worker's compensation is not subject to federal income taxation, the City's supplement shall be reduced by twenty (20%) percent. The supplement shall be limited to a one (1) year period.

### **ARTICLE 37 HOSPITALIZATION**

- 37.1** Hospital Plan The City shall provide to all full-time employees, eligible spouse and dependents, a Blue Cross/Blue Shield (BC/BS) Preferred Provider Organization Effective March 1, 2009 the Blue Cross/Blue Shield (BC/BS) Preferred Provider Organization (PPO), shall be replaced by a Blue Cross/Blue Shield Community Blue Option 1 Plan with a fifteen (\$15) dollar generic / thirty (\$30) dollar brand name Rx co-

- pay. Included in this plan will be the XED (eliminates coverage for Lifestyle drugs) and RXP (prior authorization/step therapy) riders.
- 37.2** Dental Coverage No calendar year deductible; co-insurance 80% for type I, II, III; annual maximum \$1,000, orthodontics (under 19) 50% lifetime ortho \$1,000, dependent definition in plan documents, dental types defined in program.
- 37.3** Vision Coverage The City will provide optical coverage by BC/BS VCA-80 and FLVS-A..
- 37.4** HMO Coverage Members of the bargaining unit may use the alternative health care provider, HMO, described in Appendix A. However, the Employer agrees to pay the cost of the HMO up to the PPO rates. If any one coverage exceeds the, Community Blue rate, then the employee agrees, through payroll deduction, to pay the monthly premium difference. Effective May 1, 2009 the prescription co-pays under this plan shall be identical to those of the Community Blue plan contained in section 37.1.
- 37.5** The City may change insurance carriers if the benefits are no less than under the existing program.
- 37.6** Retirees shall receive the same benefit, however, without the PPO and MMCOV riders (with full family coverage) except where the retiree or spouse of a retiree is able to provide equal or greater medical-hospitalization coverage through an Employer-paid insurance program, then said retiree shall not be eligible for benefits under this provision. To be eligible for benefits under this provision a retiree or retiree's spouse shall be required to submit to the City's Finance Department by April 30 preceding the fiscal year any and all W-2 forms from all sources of employment for his/her spouse. When the retiree and spouse cease to have such alternative coverage, proof of the same shall be provided to the City and coverage shall be immediately reinstated by the City.
- 37.7** Effective July 1, 2006 retirees, spouses, and dependants shall receive health benefits. These benefits will be the same as active employees, and shall be subject to any and all changes made to the benefit subsequent to the employee's date of retirement. Any increase in out of pocket costs to the retiree shall be capped at three (3%) percent per annum, since their date of retirement. Out of pocket costs shall be defined as co-pays and deductibles, this shall not cover any future premium participation. In the event premium participation is put in place in the future it shall not exceed one (1.0%) percent of the retiree's annual pension amount. . Effective February 1, 2009, any one hired into the bargaining unit after that date shall no longer be provided coverage under this provision. These individuals shall instead be entered into a Retiree Health Savings (RHS) plan. This plan shall consist of a mandatory Employer contribution of two (2%) percent and a one (1%) percent Employee contribution. Both contributions shall be made on the basis of base wage only. The vesting for Employer contributions shall be set at eight (8) years of service.
- 37.8** Spouses of deceased retirees, who were eligible for health benefits, shall receive complete coverage under this Section, so long as he/she receives a City Pension under a chosen (option) plan of the Pension Retirement Act.
- 37.9** The parties hereby agree to the following language effective July 1, 2001. The Employer agrees to pay the full cost of hospitalization for its retirees under the St. Clair

Shores Employees Retirement System from the earnings of the Retirement System as set forth in state law. Pursuant to Public Act 28 of 1966, as amended (MCL 38.571 et seq.), it is hereby agreed that commencing with fiscal year beginning July 1, 1996, up to one-half (1/2) of the earnings by the pension reserve fund may be used for the payment of medical and hospital insurance cost for all retirees and beneficiaries (retiree, spouse and eligible dependents) receiving benefits from the Retirement System. The use of said funds shall be in compliance with Article IX Section 24 of the State of Michigan Constitution, and other applicable state and federal laws. Such amount shall be paid by the Retirement System directly to the City and shall be used solely for the payment of medical and hospital insurance for retirees and beneficiaries. Funding to the Retirement System shall continue to be in accordance with the State of Michigan Constitution and other applicable law. It is understood that the cost of hospitalization shall include the regular Medicare expense for both employee and spouse. If the Retirement System does not have sufficient earnings to pay for these costs, then Section 37.6 shall apply.

- 37.10 Reimbursement Accounts** The members of this bargaining unit will be permitted to utilize qualified reimbursement accounts established as part of Section 125 of the Internal Revenue Code, which permits employees to pay certain health care or dependent care expenses with pre-tax dollars. Administration and limitations of this plan shall be determined by the City and as otherwise required by Federal law or regulation.
- 37.11 Cash in Lieu of Benefits** Each employee who elects to waive participation in the City's sponsored health care plans because the employee's spouse has coverage shall be paid a health insurance allowance of One Thousand (\$1,000.00) Dollars annually. The waiver of participation shall remain in effect from coverage year to coverage year unless revoked by the employee, in writing, during a subsequent open enrollment period or otherwise provided in this Agreement. As a condition of waiving participation and receiving an insurance allowance, the employee must annually submit a letter to the Personnel Director certifying that the employee and the employee's dependents will be covered under a health insurance plan. Each employee who elects to accept the insurance allowance for the calendar year January through December will receive payment on or about November 1<sup>st</sup> of such calendar year, combined with other special pay items. Any insurance allowance paid will count towards final average compensation.

In the event that an employee's spouse's health care plan ceases to cover the employee and his/her dependents, the employee must re-enroll in a City sponsored health care plan. The City will endeavor to re-enroll the employee and the employee's eligible dependents in a City sponsored health care plan subject to the procedures and time frame required by the appropriate health insurance carrier. Employees who are re-enrolled during a calendar year after having received the insurance allowance for the entire calendar year will be responsible for repaying the City a prorated amount of the insurance allowance that the employee received. If such employee fails to authorize a payroll deduction by the City for this prorated amount, the employee's salary in the next calendar year shall be reduced by an amount equivalent to the prorated insurance allowance owed back to the City. Employees who are re-enrolled during the calendar year before having received the insurance allowance for the entire calendar year will receive a prorated allowance.

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

**ARTICLE 38  
INSURANCE**

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

**ARTICLE 39  
PENSION**

- 39.1** Members of the bargaining unit prior to February 1, 2009 shall be eligible for coverage under the St. Clair Shores' General Employees' Pension Plan. Benefits to retirees from the bargaining unit shall be as set forth in said Plan, except and to the extent as modified below:
- 39.2** Members of the bargaining unit shall be permitted to retire at age fifty (50) with twenty-five (25) years or more of accredited service computed at two and one-half (2.5%) percent of final average compensation times years of service with a maximum benefit of seventy-five (75%) percent.
- 39.3** Members of the bargaining unit shall be permitted to retire at age fifty-five (55) with ten (10) or more years of accredited service and receive a pension at age sixty (60) computed at two and one-half (2.5%) percent of final average compensation times years of service with a maximum benefit of seventy-five (75%) percent.
- 39.4** Final average compensation shall be defined for pension computation purposes as the average of the sixty (60) highest continuous months' wages of the last one hundred twenty (120) months of service with the City.
- 39.5** Final average compensation shall include wages, shift differential, overtime, holiday pay, and health insurance opt-out.
- 39.6** The sixty (60) month continuous employment period shall be determined excluding any period of time in which sickness and accident benefits are received by the employee.
- 39.7** After ten (10) years of credited service with the Employer, an Employee may vest his/her retirement which shall then be received commencing at age sixty (60). The annual amount of pension shall be computed as a regular retirement based upon average final compensation and service time at the time of termination.
- 39.8** Employees who become disabled permanently and retire will receive a pension of two and one-quarter (2.25%) percent of final average compensation times years of credited service with a minimum benefit of twenty (20%) percent of final average compensation upon termination of worker's compensation benefits or age sixty (60), whichever comes first. At age sixty (60), additional service credit shall be granted and benefit recalculated pursuant to the St. Clair Shores General Employees' Pension Ordinance. Effective July 1, 1999, the above noted multiplier will be increased to represent a pension multiplier of two and one-half (2.5%) percent of final average compensation times years of credited service with a minimum of twenty (20%) percent of final average compensation upon termination of worker's compensation benefits or age sixty (60), whichever comes first.

- 39.9** Effective with the first pay ending in July, 1999, the employee pension contribution will be increased from zero to one and one-half (1.5%) percent. Effective with the first pay ending in January, 2003, the employee pension contribution will be decreased from one and one-half (1.5%) percent to one (1%) percent.
- 39.10** Retirees and eligible spouse are required to apply for Medicare, if and when eligible, with the City paying the Part 2 premium up to \$50 per month. Effective February 1, 2009, Retirees and eligible spouse are required to apply for Medicare, if and when eligible, with the City paying the Part 2 premium up to the "standard" premium charged under the Medicare program per month.
- 39.11** A post retirement cost of living increase of five (5%) percent will be provided for a retiree at age sixty (60) or five (5) years after retirement, whichever is the latter, based on the amount of the retirement allowance being paid at that time. A second increase of five (5%) percent compounded effective five (5) years after the first increase will be provided. Effective 7/1/01, the City agrees to restore (pop up) the retirement allowance to the regular option to a retiree if the spouse precedes the retiree in death.
- 39.12** Effective February 1, 2009, the defined benefit (DB) plan is closed to new hires. A defined contribution (DC) plan will be established. The plan will provide for an Employer contribution of ten (10%) percent of the Employee's base wage and a required Employee contribution of five (5%) percent of base wage. The period of vesting for this benefit shall be eight (8) years of service.

#### ARTICLE 40 HOLIDAYS

- 40.1** Holidays Defined The following calendar days shall be deemed holidays for the purpose of this agreement: New Year's Eve Day, New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.
- 40.2** Holiday Pay When Worked Employees who work the full shift on Christmas Eve, Christmas Day, New Year's Eve and/or New Year's Day shall be paid double time for each hour worked on the holiday.

#### ARTICLE 41 CLOTHING ALLOWANCE

- 41.1** The City will establish a clothing allowance of \$500.00 payable to each member of the bargaining unit on November 1<sup>st</sup> for the calendar year. This payment will be combined with the holiday payment.
- 41.2** A payment of \$500.00 shall be made to each new member at the completion of his/her probation for the purpose of purchasing uniforms and other work-related clothing. This payment will be deducted from the member's clothing allowance due on November 1<sup>st</sup> of that year.

**ARTICLE 42  
WAGES**

**42.1 Effective first pay ending in July of each fiscal year:**

<u>Fiscal Year</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>5 Years</u>	<u>10 Years</u>
July, 2006	\$17.4332	\$18.4443	\$19.4772	\$20.5484	\$20.7878
July, 2007	\$17.9562	\$18.9976	\$20.0615	\$21.1649	\$21.4114
July, 2008	\$18.4949	\$19.5675	\$20.6633	\$21.7998	\$22.0537
July, 2009	\$19.0497	\$20.1545	\$21.2832	\$22.4538	\$22.7153

**42.2** For the purpose of wage calculations as shown on this page, hourly rates times 2080 hours equals the salary. Bi-weekly is the hourly rate times 80 hours.

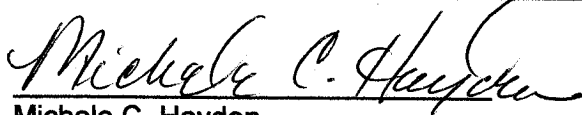
**42.3** Retroactive pay shall be given to all active members of the bargaining group for pay rates which begin the first pay ending July, 2006.

**ARTICLE 43  
TERM OF CONTRACT**

**43.1** Duration This Agreement shall be effective from July 1, 2006 and shall remain in force and effect to and including June 30, 2010.

**43.2** Notification In the event either party wishes to terminate this Agreement they shall give written notice at least one hundred twenty (120) days prior to the termination date. In the event no notice is given, the contract shall continue on a year-to-year basis, unless termination is given one hundred twenty (120) days prior to any anniversary date. The termination date of this contract is June 30, 2010.

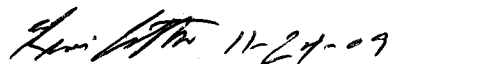
**ST. CLAIR SHORES  
EMERGENCY DISPATCHERS UNION/POAM**



Michele C. Hayden  
President

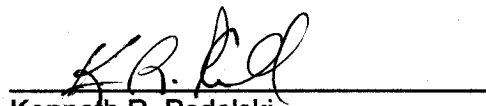
\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

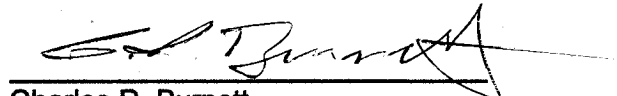


Kevin Loftis  
POAM Business Agent

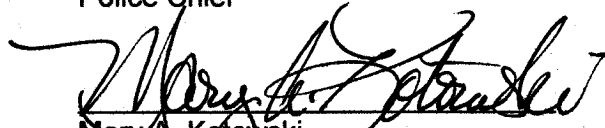
**CITY OF ST. CLAIR SHORES**



Kenneth R. Podolski  
City Manager



Charles R. Burnett  
Police Chief



Mary A. Kofowski  
City Clerk



Michael E. Smith  
Human Resource Director

Approved by City Council: February 2, 2009



# City of St. Clair Shores

27600 Jefferson Circle Drive St. Clair Shores, MI 48081-2093

[www.scsmi.net](http://www.scsmi.net)

## Mayor

Robert A. Hison

## Mayor Pro-Tem

Matthew S. Ahearn

## City Manager

Kenneth R. Podolski



## Council Members:

Ronald J. Frederick

Beverly A. McFadyen

Mark J. Moffitt

David J. Rubello

Kip C. Walby

## Letter of Understanding Between the City of St. Clair Shores and the City of St. Clair Shores Emergency Dispatchers' Union of the Police Officers' Association of Michigan Regarding the Defined Benefit Pension Program

As the result of the negotiations which resulted in the collective bargaining agreement (CBA) for the term of July 1, 2006 through June 30, 2010 the parties have agreed that neither party shall be permitted to attempt to change the defined benefit pension program in place as of February 2, 2009 for members of the bargaining unit as of that date for the remainder of their employment with the City of St. Clair Shores.

### ST. CLAIR SHORES EMERGENCY DISPATCHERS UNION/POAM

\_\_\_\_\_  
Michele C. Hayden  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

*Kevin Loftis 11-24-09*  
\_\_\_\_\_  
Kevin Loftis  
POAM Business Agent

### CITY OF ST. CLAIR SHORES

*K.R. Podolski*  
\_\_\_\_\_  
Kenneth R. Podolski  
City Manager

*C.R. Burnett*  
\_\_\_\_\_  
Charles R. Burnett  
Police Chief

*Mary A. Kotowski*  
\_\_\_\_\_  
Mary A. Kotowski  
City Clerk

*Michael E. Smith*  
\_\_\_\_\_  
Michael E. Smith  
Human Resource Director