COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF STERLING HEIGHTS

AND

MICHIGAN ASSOCIATION OF POLICE
REPRESENTING
STERLING HEIGHTS POLICE CLERICAL EMPLOYEES
ASSOCIATION

JULY 1, 2006 – JUNE 30, 2011

LETTER OF UNDERSTANDING

The City of Sterling Heights, hereinafter referred to as "Employer," and the Michigan Association of Police (MAP), on behalf of the Sterling Heights Police Clerical Association, hereinafter referred to as "Union," agree to change Article 17 of the collective bargaining agreement, dated July 1, 2006 through June 30, 2011, as follows:

Section 17.13 of the collective bargaining agreement shall be deleted in its entirety and replaced with the following:

17.13 Reclassification Process. **All requests for reclassification will be forwarded to the Chief Steward of the Union beginning the first work day and ending the last work day in October of each year. The Steward will retain one (1) copy for the Union file, provide a copy to the employee seeking reclassification, and submit one (1) copy to the Human Resources Department.**

The City will contract with the Michigan Municipal League (MML) to review all reclassification requests. The MML review will consist of the following: job description review and update, internal point factor analysis, and market survey. The Union and City agree to abide by the recommendations presented by the MML.

All requests will be acted upon by February 1 of the following year. If the request is not acted upon by February 1, the request will be automatically granted. If the reclassification request is granted, the new classification and corresponding wage will be effective February 1.

An employee may only appeal a classification request twenty-four (24) months or more from the date the previous request was submitted.

For the Employer: Date: 8-5-08

For the Union: Date: 8-4-08

TABLE OF CONTENTS

AGREEMENT 1

ARTICLE 1 PURPOSE AND INTENT 1

ARTICLE 2 RECOGNITION 1

ARTICLE 3 AGENCY SHOP 2

ARTICLE 4 DUES DEDUCTION 3

ARTICLE 5 UNION SECURITY 4

ARTICLE 6 CIVIL SERVICE 4

ARTICLE 7 SENIORITY 4

ARTICLE 8 DISCIPLINE 5

ARTICLE 9 GRIEVANCE PROCEDURE 6

ARTICLE 10 REPRESENTATION 9

ARTICLE 11 LEAVE OF ABSENCE 10

ARTICLE 12 LIMITATION OF AUTHORITY AND LIABILITY 10

ARTICLE 13 EQUIPMENT, ACCIDENTS AND REPORTS 11

ARTICLE 14 SAFETY COMMITTEE 11

ARTICLE 15 MILITARY SERVICE 12

ARTICLE 16 MANAGEMENT RIGHTS 13

ARTICLE 17 GENERAL 14

ARTICLE 18 JOB VACANCIES 16

ARTICLE 19 OUT-OF-CLASSIFICATION PAY 20

ARTICLE 20 WAIVER CLAUSE 21

ARTICLE 21 CLASSES OF POSITIONS COVERED 21

ARTICLE 22 HOURS OF WORK AND OVERTIME 22

ARTICLE 23 VACATION LEAVE 24

ARTICLE 24 SICK LEAVE AND PERSONAL LEAVE 25

ARTICLE 25 INJURY OR ILLNESS ARISING OUT AND IN THE COURSE OF EMPLOYMENT 27

ARTICLE 26 INJURY OR ILLNESS OUTSIDE THE SCOPE OF EMPLOYMENT 28

ARTICLE 27 SUBROGATION 29

ARTICLE 28 JURY DUTY 30

ARTICLE 29 FUNERAL LEAVE 31

ARTICLE 30 HOLIDAYS 31

ARTICLE 31 SALARY AND WAGES 32

ARTICLE 32 SHIFT ALLOWANCE 32

ARTICLE 33 HEALTH BENEFITS 33

ARTICLE 34 EDUCATIONAL ASSISTANCE PROGRAM 35

ARTICLE 35 ADMINISTRATIVE OBLIGATION 36

ARTICLE 36 PENSION 37

ARTICLE 37 SEPARABILITY AND SAVINGS CLAUSE 40

ARTICLE 38 EXTENDED SERVICE PAY 40

ARTICLE 39 TERMINATION OF AGREEMENT 41

	In-Network	Out-of-Network
Human Organ Transplants		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-1304)	Covered – 90% after deductible	Covered – in designated facilities only
	Up to $1 million maximum per transplant time	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-1304), specific criteria applies	Covered – 90% after deductible	Covered – 80% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 80% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care and Substance Abuse Care	Covered – 90% after deductible	Covered – 50% after deductible
	Unlimited days	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Care – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	
Other Services		
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – $10 copay	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 90% after deductible	Covered – 80% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible	Covered – 80% after deductible
	Up to a combined maximum of 60 visits per calendar year	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 80% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 80% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not Covered	Not Covered
Deductible, Copays and Dollar Maximums		
Deductible	$500 per member, $1,000 family per calendar year Note: Deductible waived if services performed in a PPO physician's office.	$1,000 per member, $2,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	$10 for office visits and $50 for emergency room visits	$50 for emergency room visits
• Percent Copays	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse care and private duty nursing *	30% for general services and 50% for mental health care, substance abuse care and private duty nursing * Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse care and private duty nursing copays	$1,000 per member, $2,000 family per calendar year	$2,000 per member, $4,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	$1 million lifetime per member for all covered services and as noted above for individual services	

** Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.*

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. The coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

NEW HIRES

Community Blue℠ PPO
Benefits-at-a-Glance for City of Sterling Heights
Plan 7

	In-Network	Out-of-Network
Preventive Services – Limited to $500 per calendar year		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%, one per calendar year	Not Covered
Annual Gynecological Exam	Covered – 100%, one per calendar year	Not Covered
Pap Smear Screening – laboratory services only	Covered – 100%, one per calendar year	Not Covered
Well-Baby and Child Care	Covered – 100% • Up to 6 visits per year, through age 1 • Up to 2 visits per year, age 2 through 3 • 1 visit per year, age 4 through 15	Not Covered
Immunizations	Covered – 100%, up through age 16	Not Covered
Fecal Occult Blood Screening	Covered – 100%, one per calendar year	Not Covered
Flexible Sigmoidoscopy Exam	Covered – 100%, one per calendar year	Not Covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%, one per calendar year	Not Covered
Mammography		
Mammography Screening	Covered – 90% after deductible	Covered – 80% after deductible
	One per calendar year, no age restrictions	
Physician Office Services		
Office Visits	Covered – $10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – $10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – $10 copay	Covered – 80% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room – approved diagnosis	Covered – $50 copay, waived if admitted or for an accidental injury	Covered – $50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Diagnostic Services		
Laboratory and Pathology Tests	Covered – 90% after deductible	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 80% after deductible
Radiation Therapy	Covered – 90% after deductible	Covered – 80% after deductible
Maternity Services Provided by a Physician		
Pre-Natal and Post-Natal Care	Covered – 100%, includes delivery care by a Certified Nurse Midwife	Covered – 80% after deductible, includes care provided by a Certified Nurse Midwife
Delivery and Nursery Care	Covered – 90% after deductible, includes delivery provided by a Certified Nurse Midwife	Covered – 80% after deductible, includes delivery provided by a Certified Nurse Midwife
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	Covered – 90% after deductible	Covered – 80% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 90% after deductible	Covered – 80% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 80% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 90% after deductible	Covered – 90% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to the lifetime dollar maximum, which is adjusted annually by the state	
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
	Unlimited visits	
Surgical Services		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 80% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 80% after deductible

APPENDIX A WAGE RANGES

APPENDIX B DENTAL COVERAGE

APPENDIX C COMMUNITY BLUE PLAN 10 BENEFITS-AT-A-GLANCE

APPENDIX D COMMUNITY BLUE PLAN 7 BENEFITS-AT-A-GLANCE

AGREEMENT

THIS AGREEMENT, made and entered Into on July 1, 2006 by and between the CITY OF STERLING HEIGHTS (hereinafter referred to as the "Employer") and MICHIGAN ASSOCIATION OF POLICE (MAP)/POLICE CLERICAL EMPLOYEES ASSOCIATION (hereinafter referred to as the "Union").

ARTICLE 1

Purpose and Intent

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

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

ARTICLE 2

Recognition - Unit - Security

2.1 The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement as listed in Article 21.

2.2 The Employer does hereby recognize the Union 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 as listed in this Agreement for the terms of this Agreement of all employees of the Employer included in the bargaining unit described below.

2.3 Bargaining Unit Definition. Bargaining Unit shall include all permanent full-time clerical employees of the Sterling Heights Police Department excluding supervisors, Detention Facility personnel, Police Officers, Emergency Dispatchers and all other employees.

	In-Network	Out-of-Network
Surgical Services		
Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 60% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 60% after deductible
Human Organ Transplants		
Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to $1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 60% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 60% after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to $10,000 annual, $30,000 lifetime maximum	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	
Other Services		
Outpatient Diabetes Management Program (DEMP)	Covered – 90% after deductible	Covered – 60% after deductible
Allergy Testing and/Therapy	Covered – 100%	Covered – 60% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 60% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 90% after deductible	Covered – 60% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 60% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Preventive Drugs	Not covered	Not covered
Deductible, Copays and Dollar Maximums		
Note: If you receive care from a nonparticipating provider, even after refund, you may be billed for the difference between our approved amount and the provider's charge.		
Deductible	$250 per member, $500 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	$500 per member, $1,000 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	$10 for office visits and $50 for emergency room visits	$50 for emergency room visits
• Percent Copays	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and private duty nursing	40% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	$500 per member, $1,000 family per calendar year	$4,000 per member, $8,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum
Dollar Maximums	$1 million lifetime per covered specified organ transplant type and a separate $5 million lifetime per member for all other covered services and as noted above for individual services	
Optional Riders		
Rider CB-CSR, Cost Sharing Requirements	Changes the member's cost sharing requirements for outpatient services. Note: This rider is available only to groups in the Upper Peninsula. When Rider CB-CSR is selected, Rider BCP will replace Rider BCP-PPO.	
Rider CSC-MT, Copay Requirement for Manipulative Therapy	Requires the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.	
Rider CB-OV$10, Office Visit Copay Requirement	Increases fixed dollar copay amount from $10 to $20.	
Rider CB-OV$50, Office Visit Copay Requirement	Increases fixed dollar copay amount from $50 to $50.	
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PB-CM, Prescription Contraceptive Medications	Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications. Note: These riders are only available as a "package" with prescription drug coverage.	
Rider XVA, Excludes Voluntary Abortions	Excludes benefits for voluntary abortions.	

Appendix C

Community Blue℠ PPO
Benefits-at-a-Glance
Plan 10

This is intended to be an easy-to-read summary. It is not a contract. Additional exclusions and exceptions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services – *Payment for preventive services is limited to a combined maximum of $800 per member per calendar year		
Health Maintenance Exam – Includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 3 visits, 24 months through 35 months • 3 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 18	Not covered
Immunizations	Covered – 100%*, up through age 18	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered – 90% after deductible	Covered – 60% after deductible
	One per calendar year, no age restrictions	
Physician Office Services		
Office Visits	Covered – $15 copay	Covered – 60% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 60% after deductible, must be medically necessary
Office Consultations	Covered – $15 copay	Covered – 60% after deductible, must be medically necessary
Urgent Care Visits	Covered – $10 copay	Covered – 60% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered – $50 copay, waived if admitted or for an accidental injury	Covered – $50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Diagnostic Services		
Laboratory and Pathology Services	Covered – 90% after deductible	Covered – 60% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 60% after deductible
Therapeutic Radiology	Covered – 90% after deductible	Covered – 60% after deductible
Maternity Services Provided by a Physician		
Prenatal and Postnatal Care	Covered – 100%	Covered – 60% after deductible
	Includes care provided by a certified nurse midwife	
Delivery and Nursery Care	Covered – 90% after deductible	Covered – 60% after deductible
	Includes delivery provided by a certified nurse midwife	
Hospital Care		
Semi-private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 90% after deductible	Covered – 60% after deductible
	Unlimited days	
Inpatient Consultations	Covered – 90% after deductible	Covered – 60% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 60% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 90% after deductible	Covered – 60% after deductible
	Up to 120 days per calendar year	
Hospice Care	Covered – 100%	Covered – 100%
	Limited to dollar maximum which is adjusted periodically	
Home Health Care	Covered – 90% after deductible	Covered – 90% after deductible
	Unlimited visits	

ARTICLE 3

Agency Shop

3.1 Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regards to such matters.

3.2 Any employee in the Bargaining Unit who is not a Union member and who does not make application for membership shall, as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement.

3.3 Employees hired, rehired, reinstated or transferred into this 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 to pay to the Union a monthly service charge in an amount equal to the monthly dues uniformly applied to the members as a contribution toward the administration of this Agreement, on or before the 61st day following the start of their employment in the Unit.

3.4 Membership in the Union is separate, apart and distinct from the assumption by one of her equal obligation to the extent that she received equal benefits. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of majority of the employees in the Bargaining Unit.

3.5 If any provision of the Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State law or shall be re-negotiated for the purpose of adequate replacement.

3.6 Probationary Employee. New employees shall be considered as probationary employees for the first six (6) months of employment. After employees have finished the probationary period, they shall be entered on the Police Department Clerical Seniority list and shall rank for seniority from the day they commenced their employment. A new employee shall work under the provisions of this Agreement, and the Union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in this Agreement.

However, probationary employees who have been laid off, disciplined or discharged during the probationary period shall not have recourse to the Grievance Procedure.

ARTICLE 4

Dues Deduction

4.1 During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues or service charges levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed a "check-off authorization and assignment" in substantially the following form:

> "I, _____, hereby authorize my Employer to deduct from my wages and to pay to the Michigan Association of Police/Police Clerical Employee Association and/or its authorized representative membership dues, in such amounts as may be established from time to time, and in accordance with the Agreement between such Union and my Employer.
>
> This authorization and assignment shall be irrevocable for the term of the applicable contract between the Union and the Employer, and shall automatically renew itself for successive applicable contract periods thereafter, unless I give written notice to the Employer and the Union at least 60 days and not more than 75 days before any periodic renewal date of this authorization and assignment of my desire to revoke the same.
>
> I do hereby certify that previous deductions from my wages for Union dues were made with my knowledge and consent, and I do hereby ratify, authorize and assign to the Union, all of such deductions as of the time they were made."

4.2 Provided, however, that the Union presents to the Employer, signed authorizations allowing such deductions and payments to be made to the Union. This may be done through the Treasurer of the Union.

4.3 The amount of the dues will be certified to the Employer by the Treasurer of the MAP. Dues or service charges deducted shall commence on the first pay period of the month after becoming a member of the Bargaining Unit, and will be deducted monthly thereafter on the first pay period of the month.

4.4 Dues or service charges deducted for any calendar month by the Employer will be remitted to the Treasurer of the MAP as soon as possible after the payroll deductions have been made. The Employer shall furnish the MAP Treasurer an up-to-date list of those employees who have signed check-off authorizations and whose dues or service charges have been deducted from their checks. Where any employee, who is on check-off, is not on the payroll during the week which deduction is to be made or who has no earnings, or insufficient earnings during the week or is on a leave of absence, double deductions will be made the following month.

APPENDIX B

Dental Coverage

The following plan with coverage description and limits shall be as follows: BLUE CROSS/BLUE SHIELD DENTAL PLAN COVERAGE DESCRIPTION AND LIMITS.

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

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

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

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

Each member is entitled to maximum benefits of $1,000 every contract year.

Each member (up to age 19) has a lifetime maximum of $2,000 available for orthodontic services.

The Employer reserves the right to change insurance carriers provided the coverage is equal to or greater than the coverage currently provided.

Effective July 1, 2010
3%

Position	Start	6 mos	1 yr	1-1/2 yrs	2 yrs	2-1/2 yrs	3 yrs	3-1/2 yrs	4 yrs	4-1/2 yrs	5 yrs
Technical Secretary/ Property Clerk											
ANNUAL	25,948	27,493	29,109	30,825	32,639	34,557	36,599	38,750	41,036	43,447	44,543
hrly	13.317	14.099	14.928	15.808	16.738	17.722	18.769	19.872	21.044	22.281	22.845
bi-wk	998.78	1057.43	1119.60	1185.60	1255.33	1329.13	1407.68	1490.40	1578.30	1671.08	1717.13
Data Analyst/ Terminal Agency Coordinator											
ANNUAL	32,851	34,883	36,929	38,951	40,989	43,028	45,038	46,304			
hrly	16.847	17.888	18.933	19.975	21.020	22.066	23.107	23.746			
bi-wk	1263.53	1341.68	1420.35	1498.13	1576.50	1654.95	1733.03	1780.95			
Administrative Secretary											
ANNUAL	36,578	38,370	40,248	42,209	44,268	46,437	51,169				
hrly	18.758	19.677	20.640	21.646	22.702	23.814	26.241				
bi-wk	1406.85	1475.78	1546.00	1623.45	1702.63	1786.05	1968.08				
Secretary to the Chief/ Evidence Clerk											
ANNUAL	37,578	39,370	41,248	43,210	45,269	47,438	51,170				
hrly	19.271	20.190	21.153	22.159	23.215	24.326	26.154				
bi-wk	1445.33	1514.25	1586.48	1661.93	1741.13	1824.45	2006.55				

ARTICLE 5

Union Security

5.1 No member of this Unit shall be required to do work for another employer. Any alleged violation of the Union Rights Clause will be subject to an immediate hearing of the Grievance Panel, Step 3 of the Grievance Procedure.

5.2 The Employer agrees that it will not require employees, other than employees in the bargaining unit, to perform work which is recognized as the work of the employee in said unit, except in training or cases of emergencies.

5.3 A classification in this bargaining unit shall not be removed from this bargaining unit by merely changing the title or by modifying the existing classification specifications.

5.4 The employee has the right to Union representation for any interview which may lead to suspension or discharge.

5.5 The Employer agrees to give notification to employee before disciplinary action, including entries to personnel files.

5.6 The employee upon reasonable notice has the right to inspect her personnel file during regular working hours.

ARTICLE 6

Civil Service

6.1 Charter Civil Service rules, regulations and procedures shall not apply to the employees in the Bargaining Unit.

ARTICLE 7

Seniority

7.1 Bargaining Unit seniority shall prevail in the layoff and rehiring of employees. In the laying off and the rehiring of laid off personnel, the classification of said employee is considered as an important factor.

7.2 Seniority:

A. City Seniority applies for extended service pay and pension. "City Seniority" shall be the original date of hire into a regular full time position regardless of the department.

B. Bargaining Unit Seniority will be the date the employee started working in the Police Clerical classification covered by the Agreement. Bargaining Unit Seniority also applies for layoffs, recall, bumping rights, vacation selection, shift selection, and overtime. It shall also be used for standing on the clerical employees' seniority list.

7.3 Seniority shall be broken only by discharge, voluntary resignation, or layoff for a period of more than two (2) years, or if absent for three (3) consecutive working days without notifying the Employer. In case of emergency, exceptions may be made by the Employer.

7.4 In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to her last known address by certified mail. In the event the employee fails to make herself available for work at the end of said two (2) weeks, she shall lose all seniority rights under this Agreement. However, in proper cases, the Employer will give consideration to the employee and grant exception in the sole discretion of the Employer.

7.5 No employee shall accrue Bargaining Unit Seniority while working in any classification not subject to the jurisdiction of the contract.

ARTICLE 8

Discipline

8.1 The Employer shall not discipline any employee without just cause. Discharge, suspension or demotion for disciplinary reasons must be by proper written notice to the employee and the Union, and must include a complete list of charges and rules violated.

In all cases of discharge or suspension, the employee may see a union officer before leaving city property. Discharge, suspension and/or demotion for disciplinary reasons may be processed initially at Step 3 of the Grievance Procedure.

8.2 A written reprimand shall remain in an employee's personnel file for a period of:

A. One (1) year for incidents or infractions not involving loss of time or wages.

B. Three (3) years for incidents or infractions involving loss of time or wages.

Effective July 1, 2009
3%

Position	Start	6 mos	1 yr	1-1/2 yrs	2 yrs	2-1/2 yrs	3 yrs	3-1/2 yrs	4 yrs	4-1/2 yrs	5 yrs
Technical Secretary/											
Property Clerk											
ANNUAL	25,211	26,491	28,561	29,928	31,687	33,551	35,532	37,631	39,860	43,182	43,344
hrly	12.929	13.688	14.493	15.348	16.250	17.206	18.222	19.293	20.431	21.632	22.228
bi-wk	969.68	1026.60	1086.98	1151.10	1218.75	1290.45	1366.65	1446.98	1532.32	1622.40	1667.16
Data Analyst/											
Terrorist Agency Coordinator											
ANNUAL	31,864	33,867	35,858	37,816	39,795	41,774	43,746	44,955			
hrly	16.356	17.368	18.386	19.393	20.408	21.423	22.434	23.054			
bi-wk	1226.70	1302.60	1378.95	1454.48	1530.60	1606.73	1682.55	1729.05			
Administrative Secretary/											
ANNUAL	35,513	37,252	39,076	40,981	42,979	45,084	49,680				
hrly	18.212	19.104	20.039	21.016	22.041	23.120	25.477				
bi-wk	1365.90	1432.80	1502.93	1576.20	1653.08	1734.00	1910.78				
Secretary to the Chief/											
Evidence Clerk											
ANNUAL	36,513	38,253	40,074	41,981	43,980	46,084	50,680				
hrly	18.725	19.617	20.551	21.529	22.554	23.633	25.990				
bi-wk	1404.38	1471.28	1541.33	1614.68	1691.55	1772.48	1949.25				

Effective July 1, 2008
3%

Position	Start	6 mos	1 yr	1-1/2 yrs	2 yrs	2-1/2 yrs	3 yrs	3-1/2 yrs	4 yrs	4-1/2 yrs	5 yrs
Technical Secretary/ Property Clerk											
ANNUAL	24,476	25,913	27,418	29,056	30,765	32,574	34,497	36,525	38,680	40,953	42,082
hrly	12.552	13.289	14.071	14.903	15.777	16.703	17.691	18.731	19.836	21.002	21.581
bi-wk	941.40	996.68	1055.33	1117.58	1183.28	1252.88	1326.95	1404.83	1487.70	1575.15	1618.58
Data Analyst/ Terminal Agency Coordinator											
ANNUAL	30,366	32,880	34,807	36,714	38,637	40,559	42,472	43,646			
hrly	15.880	16.862	17.850	18.828	19.814	20.799	21.781	22.383			
bi-wk	1191.00	1264.66	1338.75	1412.10	1486.05	1559.93	1633.58	1678.73			
Administrative Secretary											
ANNUAL	34,479	36,168	37,937	39,787	41,728	43,771	48,233				
hrly	17.682	18.548	19.455	20.404	21.399	22.447	24.735				
bi-wk	1326.15	1391.10	1459.13	1530.30	1604.93	1683.53	1855.13				
Secretary to the Chief/ Evidence Clerk											
ANNUAL	33,480	37,168	38,935	40,788	42,728	44,771	48,233				
hrly	18.185	19.061	19.967	20.917	21.912	22.960	25.248				
bi-wk	1364.63	1429.58	1497.53	1568.78	1643.40	1722.00	1893.60				

1. A loss of up to three (3) days wages or time for a 37-½ hour employee.

C. Four (4) years for incidents or infractions involving a loss of time or wages greater than:

1. Three (3) days wages or time for a 37-½ hour employee.

8.3 The Union president is to be notified in cases of a discharge of an employee covered by this Agreement.

ARTICLE 9

Grievance Procedure

9.1 A grievance is defined as a difference, dispute or complaint between the City and the Union as to the application or interpretation of this Agreement which includes all department rules and regulations, and it is mutually agreed that grievances shall only be allowed on items contained in this contract, during the life of this Agreement and shall be settled in accordance with the procedure herein provided and that there shall at no time be any strike, tie-ups of equipment, slowdowns, walkouts, or any other cessation of work.

9.2 Grievances must be taken up promptly, and no grievance shall be considered or discussed which is presented later than ten (10) calendar days after grievant's knowledge of the alleged grievance. Should any grievance arise there shall be an earnest effort on the part of the parties to settle such grievance through the following steps:

9.3 Step 1 - Verbal. By informal conference between the aggrieved employee, a Union representative, or both, and the Police Chief or his representative. If not resolved, then it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Union within ten (10) calendar days knowledge of the alleged grievance.

9.4 Step 2 - Written. Upon receipt of the written grievance, a conference between Union representatives and City representatives will be held within seven (7) calendar days, and a decision will be rendered within seven (7) calendar days after the conference.

9.5 Step 3 - City Manager. In the event of failure of the above steps in the Grievance Procedure to resolve a dispute, the matter shall be referred to the City Manager or his designate. This grievance meeting will be held within seven (7) days, and the City will render its written decision within seven (7) days of such meeting. In matters of discharge, suspension, or demotion, the decision will be rendered within forty-eight (48) hours after the meeting.

9.6 Step 4 - Arbitration. In the event the grievance is not resolved in Step 3, the Union may appeal to arbitration.

9.7 Arbitration. Arbitration shall be submitted as follows:

A. Picking the Arbitrator. The arbitrator shall be a person mutually agreed to by both the Employer and the Union. In the event the parties have not agreed upon an arbitrator within ten (10) calendar days, the moving party may request either the American Arbitration Association (AAA), the Federal Mediation and Conciliation Service (FMCS), or the Michigan Employment Relations Commission (MERC) to appoint an arbitrator who shall have authority to hear and decide the case.

B. Appearance at Hearing. In the event of a refusal by either party to submit to or appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award.

9.8 Wages.

A. Back Wages. All claims for back wages shall be limited to the amount of wages which the employee would otherwise have earned less compensation, if any, earned elsewhere during the period in question, which such compensation is attributable to the discharge, suspension or layoff period in issue, and which would not have been earned otherwise.

B. Grievances for unpaid wages or other economic benefits, shall be filed within ten (10) calendar days of the alleged action of the City, causing the grievance.

9.9 Power of Arbitrator. It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific terms and provisions of this Agreement.

A. Shall have no authority to require the City to purchase buildings, equipment or material.

B. Shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.

C. Shall have no power to establish wage scales.

D. Shall have no power to substitute his discretion for the City's discretion in cases where the City is given discretion by this Agreement.

Effective July 1, 2007
3%

Position	Start	6 mos	1 yr	1-1/2 yrs	2 yrs	2-1/2 yrs	3 yrs	3-1/2 yrs	4 yrs	4-1/2 yrs	5 yrs
Technical Secretary/ Property Clerk											
ANNUAL	25,762	25,158	26,618	28,210	29,868	31,625	33,493	35,460	37,553	39,760	40,856
hrly	12.386	12.902	13.661	14.467	15.317	16.218	17.176	18.185	19.258	20.390	20.952
bi-wk	913.95	967.65	1024.58	1085.03	1148.78	1216.35	1288.20	1363.88	1444.35	1529.25	1571.40
Data Analyst/ Terminal Agency Coordinator											
ANNUAL	30,065	31,923	33,793	35,946	37,512	39,378	41,236	42,375			
hrly	15.417	16.371	17.330	18.280	19.237	20.190	21.147	21.731			
bi-wk	1156.28	1227.83	1299.75	1371.00	1442.78	1514.48	1586.03	1629.83			
Administrative Secretary											
ANNUAL	33,475	35,115	36,831	38,629	40,513	42,496	44,829				
hrly	17.167	18.008	18.888	19.810	20.776	21.793	24.015				
bi-wk	1287.53	1350.60	1416.60	1485.75	1558.20	1634.48	1801.13				
Secretary to the Chief/ Evidence Clerk											
ANNUAL	34,476	36,115	37,831	39,629	41,513	43,496	47,829				
hrly	17.680	18.521	19.401	20.323	21.289	22.306	24.528				
bi-wk	1326.00	1389.08	1455.08	1524.23	1596.68	1672.95	1839.60				

Effective July 1, 2006
2.75%

Position	Start	6 mos	1 yr	1-1/2 yrs	2 yrs	2-1/2 yrs	3 yrs	3-1/2 yrs	4 yrs	4-1/2 yrs	5 yrs
Technical Secretary/ Property Clerk											
ANNUAL	23,065	24,425	25,862	27,389	28,998	30,703	32,516	34,428	36,459	38,603	39,603
hrly	11.831	12.526	13.263	14.046	14.871	15.745	16.675	17.656	18.697	19.796	20.342
bi-wk	887.30	939.47	994.72	1053.44	1115.33	1180.91	1250.65	1324.16	1402.31	1484.69	1525.64
Data Analyst/ Terminal Agency Coordinator											
ANNUAL	29,186	30,994	32,809	34,608	36,419	38,229	40,036	41,142			
hrly	14.968	15.894	16.825	17.748	18.677	19.605	20.535	21.099			
bi-wk	1122.57	1192.08	1261.90	1331.16	1400.77	1470.35	1539.86	1582.36			
Administrative Secretary											
ANNUAL	32,900	34,093	35,758	37,552	39,232	41,258	43,466				
hrly	16.867	17.484	18.338	19.233	20.171	21.158	22.316				
bi-wk	1259.02	1311.30	1375.33	1442.46	1512.81	1586.87	1148.70				
Secretary to the Chief/ Evidence Clerk											
ANNUAL	33,501	35,094	36,759	38,504	40,333	42,258	46,466				
hrly	17.180	17.997	18.851	19.746	20.684	21.671	23.826				
bi-wk	1288.50	1349.78	1413.83	1480.95	1551.30	1625.33	1787.18				

E. Shall have no power to decide any question which, under this Agreement is within the responsibility of Management to decide. In rendering decisions, an arbitrator shall have due regard to the responsibility of Management and shall so construe the Agreement that there would be no interference with such responsibilities except as they may be specifically limited by this Agreement.

9.10 Arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

9.11 Final Decision. The arbitrator's decision shall be final and binding on the Union, its members, the employees or employee involved, and the City. The Union shall discourage any attempt of its members, and shall not encourage or cooperate with any of its members, in any appeal to any court or labor board from a decision of an arbitrator, nor shall the Union or its members by any means attempt to bring about the settlement of any claim or issue. The City or the Union may challenge the award if it was not made in accordance with the arbitrator's jurisdiction and authority under this Agreement.

9.12 Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the City and Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

9.13 No Retro Effect. No decision in any one case shall require a retroactive wage adjustment in any other case.

9.14 Timeliness. Any grievance not advanced to the next step by the Union within the time limit in that step or if no time limit is specified, within seven (7) calendar days, shall be denied. Time limits may be extended by the City and the Union in writing, in which case, the new date shall prevail.

9.15 Settlement. All settlements or agreements between the Union and the City shall be in writing.

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

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

ARTICLE 10

Representation

10.1 Negotiating Committee members of the Bargaining Unit shall be allowed to meet with the Employer to discuss the contract during working hours, without loss of time or pay. However, this shall not cover Union related activities including but not limited to preparation for the above referenced purposes and preparation for or attendance at hearings before an arbitrator, MERC or the Courts. No shift adjustment shall be made as a result of negotiations or other meetings with the City for Union representatives meeting on their own time.

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

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

10.4 The Association shall not represent probationary employees who have been laid off, disciplined or discharged, and during the probationary period, an employee may be discharged or suspended or otherwise punished without further recourse.

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

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF STERLING HEIGHTS

AND

POLICE CLERICAL EMPLOYEES ASSOCIATION
MICHIGAN ASSOCIATION OF POLICE

It is hereby understood and agreed by both parties that only the following Articles contained in the July 1, 2006 through June 30, 2011 Contract shall be retroactive from the date of City Council approval of this Agreement to July 1, 2006.

Wages (including overtime)
Extended Service Pay

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

FOR THE EMPLOYER:

Richard J. Notte
Mayor

Mark D. Vanderpool
City Manager

FOR THE UNION:

Troy Scott, Labor Relations Specialist

Teri Golpe
Vice-President

Date: 7-28-08

Employees retiring, new in the bargaining unit, or absent for any reason, shall be eligible for a prorated portion of the extended service pay based on the number of months worked.

ARTICLE 39

Termination of Agreement

39.1 This Agreement shall be in full force and effect from July 1, 2006 to and including June 30, 2011, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other, at least sixty (60) days prior to the date of expiration.

39.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2011 or any period of any subsequent contract year, advising that such party desires to continue this Agreement, but also desires to revise or change terms or conditions of such Agreement.

39.3 Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employer and the Union shall commence no later than forty-five (45) days before the expiration date or amendment date of this Agreement, unless otherwise mutually agreed to by the parties.

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

CITY OF STERLING HEIGHTS:

Richard J. Notte, Mayor

Walter C. Blessed, City Clerk

MICHIGAN ASSOCIATION OF POLICE (MAP)/
POLICE CLERICAL EMPLOYEES ASSOCIATION

Troy Scott, Labor Relations Specialist

Teri Golpe

Lisa Stoen

Suzanne DePlancke

Date: 7-28-08

ARTICLE 11

Leave of Absence

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

11.2 The Union shall be allowed up to forty (40) hours per fiscal year to be used for Union activities. The use of this forty (40) hours shall require prior approval of the Chief of Police. In the event that the forty (40) hours is not used during the fiscal year, any remaining number of hours shall be forfeited.

11.3 Non-Union Leaves of Absence. The Employer may grant, in its sole discretion, leaves of absence for up to six (6) months without pay or other benefits excepting seniority. This section of the Agreement shall not be subject to the grievance procedure on behalf of any employee who feels aggrieved.

ARTICLE 12

Limitation of Authority and Liability

12.1 No employee, Union member, or other agent of the Union shall be empowered to call or cause any strike, work stoppage, slowdowns, or cessation of employment of any kind whatsoever. During the life of this Agreement, the Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in, or interference of the operations and services of the City. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any strike or stoppage of any of the City's operations during the life of this Agreement.

12.2 The Union agrees that it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slowdowns of work, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article, and any such action shall not be subject to the grievance procedure of this Agreement.

12.3 The City for its part will not lock out any employee during the term of this Agreement. If any employee is unable to work because equipment or facilities are not available to her, such inability to work shall not be deemed a lockout under the provisions of this section; and the employee will suffer no loss of wages or benefits unless formally laid off because of such inability to work. This lockout provision shall not apply in the event of a strike.

ARTICLE 13

Equipment, Accidents and Reports

13.1 Any employee involved in any on-the-job accident shall immediately report said accident and any physical injury sustained. An employee, before starting her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

13.2 It is the duty of the employee and she shall immediately or at the end of her shift report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in unsafe working operating condition, and receives no consideration from the Employer, she shall take the matter up with the Safety Committee who will take the matter up with the Employer.

ARTICLE 14

Safety Committee

14.1 The Employer shall consider the personal safety of the employees in establishing operational procedures.

14.2 A Safety Committee shall be composed of Union and Employer representatives who will meet, when necessary, for the purpose of discussing safety and promulgating safety regulations with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and rules.

beneficiary, may on a one-time basis, revert to one hundred (100%) percent of the amount provided said retiree for a straight life pension should the designated beneficiary predecease the retiree. Any extra cost associated with a retiree's election of this "pop-up" provision, will be paid by the employee, in the form of a further reduced pension amount determined by the G.E.R.S. Actuaries.

36.13 Defined Contribution Pension Plan. All new employees of the City hired on or after March 1, 2008 who become members of this bargaining unit shall receive retirement benefits through a defined contribution plan established through Article I of Chapter 41 of the Sterling Heights Code of Ordinances. Such defined contribution plan benefits shall be in lieu of all defined pension entitlements provided in the City of Sterling Heights Charter or Article II of Chapter 41 of the Sterling Heights Code of Ordinances.

The employee contribution shall be 5% of gross salary and the City's contribution shall be 7% of base pay. Employees are vested under five (5) years of continued service.

ARTICLE 37

Separability and Savings Clause

37.1 In the event that any provision of this Agreement shall at any time be declared invalid by any Court or competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions shall remain in full force and effect.

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

ARTICLE 38

Extended Service Pay

38.1 Effective July 1, 2006, extended service payments shall be paid in July of each year in accordance with the following schedule:

Years of service completed as of July 1	Amount
5 years	$1,400
10 years	$1,900
15 years	$2,400
20 years	$2,900
25 years	$3,200

On June 1st following the fifth (5th) anniversary of retirement, the retiree shall be paid, in addition to the annual pension, a one (1) time payment of Five Hundred ($500) Dollars.

Should the retiree die before receiving this amount, this payment shall be payable to the surviving spouse, provided the retiree has elected the survivorship option, or if none to the retiree's estate.

36.8 Annuity Withdrawal. Employees in the Bargaining Unit shall have available to them an annuity withdrawal option as follows:

Definition. The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.

A member wishing to elect this option must make written application to the General Employees Retirement System Board no later than one hundred twenty (120) days prior to the effective date of retirement.

The Pension Board shall issue the member's annuity payment within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board, however, under no circumstances can it be increased.

The parties agree that the Merrill-Lynch Bond Index will be used for the purposes of computing the annuity withdrawal option. The most current index prior to the member's retirement date shall be used. This option is only available for normal service retirement. A member who elects the annuity withdrawal option shall have her annual pension reduced accordingly as determined by the Pension Board Actuaries.

36.9 Members of this Unit shall be allowed the option of retiring after completing ten (10) years of service and attaining age 60, twenty five (25) years of service and attaining the age of 55, or after completion of 30 years credited service at any age.

36.10 Employee contribution for pensions shall be five percent (5%) of earned income.

36.11 Life Insurance For Retirees. All employees who retire after June 1, 1994 shall be provided with a Five Thousand Dollars ($5,000) Term Life Insurance paid by the Employer. This policy shall remain in effect until age seventy (70).

36.12 Pop-Up. A retiree who elects to receive a reduced retirement income based upon the joint and survivor method wherein the retiree's spouse shall be eligible to receive said reduced pension income, for the remainder of his/her life should the retiree predecease said

14.3 When an employee is required by a supervisor to work under a condition which the employee regards as a violation of a safety rule, the employee shall have the right to protest; and if ordered by the supervisor to perform the work involved, the employee shall perform the work under protest and shall have the right to refer the matter to the Safety Committee for consideration and recommendation. However, no employee shall be required to work on any equipment or job that has already been written up as unsafe before it is checked and released by the supervisor.

ARTICLE 15

Military Service

15.1 Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute, and amendments thereto, or any similar act in time of National Emergency, shall upon termination of such service, be re-employed in line with her seniority, at the then current rate for such work, provided she has not been dishonorably discharged from such service with the United States Government and is physically able to do work available, and further provided she reports for work within ninety (90) days of the date she is discharged from such service with the United States Government.

A. Employees inducted into the Armed Services of the United States under the provisions of the Selective Service Act, shall be entitled to a leave of absence, without pay, for a period of service required by such original induction. Upon their honorable discharge, and if physically fit to perform the duties of the position of which they held prior to ending the military service, such employees shall be reinstated to their former positions or one comparable to it, providing that they make formal application for reinstatement within ninety (90) days after the date of military service discharge. Military service, as above defined, shall be credited to a reinstated employee's length of city service.

B. A probationary employee who enters the Armed Forces and meets the foregoing requirements, must complete her probationary period and upon completing it, will have seniority equal to the time she spent in the Armed Forces, plus ninety (90) days.

C. Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited to applicable laws and regulations.

ARTICLE 16

Management Rights

16.1 The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of foregoing the right to:

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

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

C. Subcontract or purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities.

D. Determine the number, location, and type of facilities and installations.

E. Determine the size of the work force and increase or decrease its size.

F. Hire, assign and lay off employees to reduce the work week or the work day or effect reduction in hours worked by combining layoffs and reductions in work week or work day.

G. Permit municipal employees not included in the Bargaining Unit to perform bargaining unit work in cases of emergency.

H. Direct the work force, assign work and determine the number of employees assigned to operations.

I. Establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification, except as amended herein.

J. Determine lunch, rest periods and clean-up times, the starting and quitting time and the number of hours to be worked.

Payments will be made annually, in December, to each retiree who has not been on any Employer-sponsored health care program, except that payments will be prorated monthly to meet the dates the retiree first participates and/or ends participation in this program.

B. Retirees shall be required to show proof that a spouse has health care coverage that includes the retiree and their dependents before said retiree will be declared eligible to receive the One Thousand Five Hundred ($1,500) Dollars annual payment.

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

36.3 For the purpose of this resolution, the term "retiree" is defined as any employee who retires by virtue of fulfilling the age and service requirements for retirement and who immediately upon leaving the Sterling Heights employment receives retirement benefits from a duly established City of Sterling Heights Retirement System including members of the Defined Contribution Pension Plan. Employees who retire as a result of a duty connected disability are likewise included.

36.4 Pensions. The parties agree to adopt by reference the current employee pension plan in effect.

36.5 Vesting of pension benefits shall occur after ten (10) years of credited service with the City.

36.6 Defined Benefit Pension Plan: Those employees hired prior to March 1, 2008 will have a pension plan provided under the terms of the City Charter as amended by this Agreement. The pension amount receivable shall be 2.3% of Final Average Compensation times years of service. For retirement purposes, the final average compensation shall be based on the best three (3) of the last ten (10) years. Pension shall be vested after ten (10) years.

All income earned shall be used in computing of employee contribution and in final average compensation.

36.7 For all employees covered by the bargaining unit who retire under the General Employees' Pension System (defined benefit) of the City of Sterling Heights on or after July 1, 1996, the following post retirement payment shall be paid:

ARTICLE 36

Pension

36.1 Health Benefits for Retirees. Medical coverage will be provided for the retiree and spouse (not dependents) at City expense. Base coverage shall be the Community Blue PPO with the same riders as those provided to employees under Article 33.

A. Such coverage to be fully paid by the Employer and will be provided to the surviving spouse if the surviving spouse pension option is chosen by the retiree; however, all employees hired by the City after March 1, 2008 who become members of this bargaining unit shall be required to pay fifty percent (50%) of the illustrative rate for retiree medical coverage for which they are eligible upon retirement. If payment is not made by the fifteenth (15th) of the month retiree medical coverage shall be canceled effective the first (1st) of the following month.

B. Once the retiree and/or spouse reaches the age of sixty-five (65) or eligibility for Medicare, they shall apply for Medicare. The City shall then be obligated to provide at its expense Blue Cross/Blue Shield coverage to make up the difference between Medicare and the current level of coverage.

C. Such coverage to be fully paid by the Employer and will be provided to the surviving spouse if the surviving spouse pension option is chosen by the retiree. The spouse of the deceased retiree shall continue to receive a pension as long as they do not remarry.

D. In the event a retired employee obtains employment from an employer who provides hospitalization and medical coverage, he/she shall not be covered by the City's hospitalization coverage for the duration of said employment.

E. Effective the signing of this agreement or as soon as possible thereafter, the City will adopt a Post Employment Health Plan (PEHP) allowing employees hired after March 1, 2008 to accumulate assets to pay for medical expenses in retirement on a tax-free basis. For eligible employees, the City will contribute $1,000 on an annual basis (prorated with each bi-weekly pay) to this plan.

36.2 Health Insurance Allowance for Retirees

A. Retirees who choose not to join an Employer-sponsored health care plan (Blue Cross/Blue Shield or Health Maintenance Organization) and whose spouse has coverage provided, shall be paid One Thousand Five Hundred ($1,500) Dollars each year for every year that the spouse has coverage.

K. Establish work schedules.

L. Discipline and discharge employees for cause.

M. Adopt, revise and enforce working rules and carry out cost and general improvement programs.

N. Transfer, assign and reassign employees from one assignment, division or shift to another.

O. Determine the qualifications and competency of employees to perform available work subject to the terms of this Agreement.

16.2 This Article shall not give authority to the City to vary terms of this contract without mutual agreement of the parties hereto.

ARTICLE 17

General

17.1 The Employer shall provide pay periods every two weeks. All employees shall be provided with an itemized statement of her earnings and of all deductions made for any purpose unless otherwise limited by computer capacity. All members of this Bargaining Unit shall be required to participate in the City's direct deposit of payroll program.

17.2 Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

17.3 The Employer shall provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority lists and official Union activities and must have the signature of a local Union officer.

17.4 When an employee is required by the Employer to provide her own transportation to and from a job location, she shall receive an allowance in the amount per mile recognized by the Internal Revenue Service as a deductible expense. The Employer will provide transportation wherever possible.

17.5 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring nor cause to be brought any legal or administrative action against the other until the dispute, claim, grievance, or complaint shall have been brought to the attention of the party against whom it shall be made.

17.6 The representatives of the Union shall be permitted to schedule official Union meetings in the facility where employees hereunder are employed in so far as such meetings are not disruptive of the duties of the employees or the efficient operation of the work force, subject to the approval of the Chief of Police or his representative, which approval shall not be arbitrarily or unreasonably withheld.

17.7 Restitution. Should an employee be required to make restitution to the Employer as a result of an unintentional or accidental overpayment of wages or benefits, the City may deduct the amount of the overpayment from the employee's wages for repayment. Such overpayment shall be taken out over an agreed upon period of time. Such repayment schedule shall be at least as long as the amount of time that the overpayment took place. Under no circumstances shall interest or finance charges be levied against the employee.

17.8 The parties agree that compliance with the Persons with Disabilities Civil Rights Act and the Americans with Disabilities Act shall take precedence over any provision of this Agreement.

17.9 Proration of Benefits. Sick time, extended service pay and vacation time are prorated for months worked in the event of death, retirement or resignation in good standing. If the employee is on the payroll receiving full pay from the 1st through the 15th of the month or later, the employee will receive credit for a month worked. The last day on the payroll shall be the last day actively at work or the last day in which he/she is on full paid status (i.e. vacation day).

In those instances in which an employee is on short term disability status for less than 30 consecutive calendar days or off work for any other reason without pay, then sick time, vacation time and extended service pay will not be prorated. If the employee is off more than 30 days, then the referenced benefits will be prorated for time off in excess of 30 consecutive calendar days. If the employee does not return to work on or before the 15th of a month, they will not receive credit for that month.

17.10 Residency. All Bargaining Unit members, if not residents of Macomb County and/or reside within 20 miles of the City's municipal boundaries at the time of their appointment, shall meet this requirement within six (6) months from the date of hire, and shall remain so while employed by the City.

F. In the event that an employee terminates as an employee of the City within a two (2) year period subsequent to completion of the end of the semester, the employee will be required to reimburse the City for all costs relating to the education reimbursement program. In effect, the employee is under a two (2) year obligation or commitment to the City after completion of course work for the reimbursement under the educational program. If these standards are not complied with, reimbursement to the City will be due for that portion that corresponds to the two (2) years. Example: An employee receives an Education Aid reimbursement check on December 15, 2006, (for fall semester 2006). If she leaves city employment prior to December 16, 2008, the amount paid on December 15, 2006, must be reimbursed to the City.

G. Employees must submit an official school transcript showing a final grade received. The employee shall be considered as having completed a class when the term for which the school quotes the tuition fees is concluded.

H. As funds for Educational Assistance are limited, priority shall be governed by the time and date that completed applications are received in the City Management Office. Approval and reimbursement for education assistance is contingent upon the availability of funds, the employee's successful completion of the course, and adherence to the policies and procedures.

I. Expenses such as student fees, matriculation fees, lab fees, parking, and mileage shall not be part of the Educational Assistance Program.

ARTICLE 35

Administrative Obligation

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

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

ARTICLE 34

Educational Assistance Program

34.1 The educational reimbursement program is offered to encourage employees to improve their present job skills, thereby increasing their productive value to the City. Such a program will also assure the establishment of a quality work force, assisting employees in preparing for future advancement within the City.

The scope of the program does not include special seminars, or "short courses" of a few days duration which will continue to be considered on an individual and departmental training basis as in-service training.

The following provisions are established to govern the administration of the City's Education Assistance Program:

A. Application for Educational Assistance may be made by any full-time permanent employee who has completed the designated probationary period.

B. Applications will not be considered if the employee is eligible for or receiving funds for the same course from any other source (GI Bill, scholarships, vocational rehabilitation, etc.).

C. Applications are to be submitted for approval by the department and Human Resources Director in advance of beginning the course and only for course work directly related to the employee's present job or directly related to a promotional position. A nexus between the employee's present job or promotional position and the courses undertaken must be established for consideration.

D. Reimbursement shall be made only for course work completed at accredited high schools, trade schools, colleges and universities.

E. There shall be a seventy-five (75%) percent reimbursement for tuition and required textbooks to a maximum of $1,000 per year based upon courses completed with a "C" or numerical equivalent, or for non-graded courses when the grade received is "satisfactory" or "passing".

17.11 Flexible Spending Accounts. All employees shall be eligible to participate in the City's Cafeteria Plan, as amended and restated, in accordance with Federal laws. Reimbursement to employees shall be made on a monthly basis.

17.12 Optical Reimbursement. The City will provide a maximum reimbursement of one hundred and fifty ($150.00) dollars to all employees in the bargaining unit for eye examinations and prescription eyewear every fiscal year beginning with the 2007/08 fiscal year. In order to be reimbursed, the employee must submit appropriate receipts.

17.13 Reclassification Committee. A reclassification study team comprised of two representatives from the City and two from the Union will meet once per year to review any reclassification request submitted to the Human Resources Office during the year. The findings of the Reclassification Committee will be subject to the City Manager's approval. If a request for review of an employee's classification is subsequently granted reclassification, retroactive wages will be from July 1 regardless of when the reclassification is finally granted. An employee may only reapply for a reclassification request 24 months or more after the previous request was turned down.

17.14 Deferred Compensation. Effective January 1, 2008, the Employer will contribute $800 to each employee's established deferred compensation plan. This contribution shall be made through the bi-weekly pay. Employees retiring, new in the bargaining unit, or absent for any reason, shall be eligible for a prorated portion of the deferred compensation payment based on the number of months worked.

ARTICLE 18

Job Vacancies

18.1 It has been agreed that this Article will supersede existing Civil Service rules. The Human Resources Director shall be utilized in conducting examinations.

18.2 Job Vacancies/Promotions.

A. Upon determination by the Employer that a job vacancy for a position, other than the position of Secretary to the Chief, within the Bargaining Unit is to be filled, the Employer will announce and post for ten (10) working days after the date of the announcement the classification to be filled in the Bargaining Unit, subject to Section 18.3.

B. The Employer shall list all pertinent information relating to the classification, the main qualifications, rates of pay, etc.

To be eligible for consideration for the vacancy, Bargaining Unit employees must:

1. Come from within the Bargaining Unit.
2. Have completed the initial probationary period.
3. Meet the minimum qualifications for the classification.

18.3 Selection among those applicants determined eligible, as stated above to fill the vacancies is made in the following order:

A. Demotions - within the Bargaining Unit
B. Lateral Transfer – within the Bargaining Unit
C. Promotion - within the Bargaining Unit. The decision of the appointing authority shall be based upon the employee's qualifications, experience, work record, prior education and training, and Bargaining Unit seniority.

When employees are determined to be equally qualified within the order of selection indicated herein, Bargaining Unit Seniority shall be the determining factor.

18.4 If a vacancy still exists, it shall be offered to other qualified City employees not in the Bargaining Unit.

18.5 The successful employee shall be given a probationary period of ninety (90) days to qualify on the job. The department will assist the employee wherever possible. In the event the employee cannot qualify or she voluntarily decides to withdraw from the new position, the employee shall be returned to her former classification within the Bargaining Unit.

18.6 The employee shall receive the regular rate that provides an increase called for in the new classification. The employee shall carry all applicable seniority rights in the new classification. If still unfilled, it shall be posted as open competitive to non-employees. All subsequent openings will be posted in the same manner.

18.7 Promotional Procedure. Promotions in the Bargaining Unit shall be handled by the following procedure:

18.8 Whenever there arises a promotional opportunity within the Bargaining Unit, all employees covered by this Agreement shall be given the first opportunity to compete for the position.

18.9 In order to be eligible to sit for a promotional exam, employees in the Bargaining Unit must first have a minimum of two (2) years bargaining unit seniority and be at pay grade level D or higher before being eligible to compete for promotion.

33.2 Dental. The City will provide the Blue Cross/Blue Shield Dental Plan with orthodontic riders for employees and dependents (see Appendix B). The Employer shall pay one hundred (100%) percent cost of the coverage for this plan.

33.3 A. Health Insurance Allowance. Each employee who chooses not to join Employer-sponsored health care plans (Blue Cross/Blue Shield, Health Alliance Plan, or COPS Trust) and whose spouse or parent has coverage provided, shall be paid One Thousand Five Hundred ($ 1,500) Dollars each year for every year that the spouse or parent has coverage. Payments will be made annually, in December, to each employee who has not been on any Employer-sponsored health care program, except that payments will be prorated monthly to meet the dates the employee first participates and/or ends participation in this program.

B. Employees shall be required to show proof that a spouse or parent has health care coverage that includes the employee and their dependents before said employee will be declared eligible to receive the One Thousand Five Hundred ($ 1,500) Dollars annual payment.

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

D. If an employee's spouse works for the Employer, the employee will not be eligible for any medical coverage provided by this Agreement, but will instead be provided the health allowance of $1,500 described in the section. If the employee's spouse elects to take the health allowance, then the employee covered by this agreement may keep the medical coverage. In no case will both the employee and their spouse (employed by the City) both receive medical coverage. All employees in the Bargaining Unit shall be entitled to the dental coverage.

33.4 Life Insurance. Life insurance will be carried for full-time regular employees on paid status by the Employer at no cost to the employee. The coverage shall be 1.5 times the employee's annual salary.

33.5 Disability Insurance - Sick Leave. Upon successful completion of the probationary period, the Employer will provide at no cost to the full-time regular employee, disability insurance as outlined in Articles 26.7 and 26.8.

ARTICLE 33

Health Benefits

33.1 Effective the 1st of the month following date of hire, the City shall provide each full-time regular employee, medical, dental, and hospitalization benefits. The base coverage shall be the Blue Cross/Blue Shield Community Blue PPO Plan 10. Appendix C titled "Community Blue PPO Benefits-at-a-Glance Plan 10" is a summary of covered services including deductibles, co-pays, and co-pay dollar maximums. The Employer shall pay one hundred (100%) percent cost of this plan.

Employees shall still have the option to carry Health Alliance Plan (HAP) HMO coverage or the Coalition of Public Safety (COPS) Trust Plan. Members electing any option that becomes more expensive than the BC/BS Community Blue PPO will have the balance of the premium due deducted from their payroll check on a monthly basis. The illustrative rates determined by Blue Cross/Blue Shield for the Community Blue PPO Plan 10 shall be the rates used to determine the excess cost an employee would be responsible to pay.

The medical coverage for Health Alliance Plan (HAP) remains the same. However, employees selecting this option willl be responsible for co-pays: as follows: $10.00 office visit, $10.00 urgent care, and $25 emergency room.

For new employees hired after the ratification of this Agreement, the basic medical and hospitalization coverage shall be Blue Cross/Blue Shield Community Blue Plan 7. Appendix E titled "Community Blue PPO Benefits-at-a-Glance Plan 7" is a summary of covered services, including deductibles, co-pays, and co-pay dollar maximums. Health Alliance Plan (HAP) and COPS Trust will be available as options as indicated above. Employees electing any option that becomes more expensive than the base coverage will have the difference in illustrative rate or premium deducted from their payroll check on a monthly basis.

Prescription drug coverage will be provided to employees receiving medical and hospitalization coverage. The generic co-pay is $5.00 and the brand name co-pay is $20.00. The City will carve out the prescription drug benefit from the health plans available under this Agreement to the extent allowed by the health plan offered and place the administration of the benefit with a Pharmacy Benefit Manager (PBM) selected by the City. The City reserves the right to change the PBM with 90 days' written notice.

The City will reimburse employees for the cost of childhood immunizations (to age 16). To obtain reimbursement, all immunizations must be performed at the Macomb County Health Department and employees must present original receipts.

The City has the right to offer cost savings health care alternatives at any time to the Union on a voluntary basis.

18.10 Employees who are on probationary status shall not be eligible to compete for promotional opportunities.

18.11 Examination Process. The examination process for promotion for classifications covered by this Agreement shall consist of two (2) parts. The first part shall be a designated written examination, with the second part designated oral exam. The employee competing for a promotional opportunity must receive a passing grade on the written examination before proceeding on to the oral. Failure to achieve a passing grade on the written examination will eliminate the person from the further testing process of that exam. The Oral Examination Board for each vacancy shall be comprised of at least three persons, one of which shall not be an employee of the City. The oral examination portion of the final grade shall be an average of all the examiners' scores. A representative of the Michigan Association of Police may, at the option of the Union, be in attendance, as an observer, during the oral interviews. The results of both the written and the oral examination score shall be combined together to reach the total aggregate score. Employees shall receive one (1) point for each year of bargaining unit seniority, which shall be added to the total score of the written and oral examination. In no circumstances, however, will a person who has achieved a failing grade after the combined written and oral examinations have been averaged together, have seniority points added to their score.

18.12 The weights for the promotional examinations are: Written examination shall count fifty (50%) percent, with the oral exam counting fifty (50%) percent.

Once the examination process is complete and the seniority points have been added to the applicable scores, the Employer will post the final standings with the person with the highest total score (written, plus oral, plus seniority) at the top of the list, the person with the second highest score next on the list, etc. The Employer shall promote from the top of the promotional list. If the person at the top of the list declines the promotion, the promotion shall be offered to the next person on the list; however, the employee who declines the promotion will remain on the list. The list will stay in effect for two (2) years from the date the results have been certified. Any future promotions that come within this two (2) year period shall be made from the list. If the Employer creates a new classification that properly falls within this bargaining unit during the term of this contract, the parties agree to negotiate the weights for the promotional exam.

18.14 When filling a vacancy in the position of Secretary to the Chief, the above-referenced process will be followed with the exception that the Chief of Police will have the right to select from the top three on the promotional eligibility list as well as all interested current Administrative Secretaries.

18.15 Layoffs.

A. In the event there is a reduction in personnel, layoffs will be by Seniority within the Bargaining Unit. The president shall be the last to be laid off in the event of reduction of the work force.

B. The Employer will notify the Union, in writing, fifteen (15) days prior to the anticipated date of any layoffs within the Bargaining Unit.

C. However, before any regular, full-time employees are laid off, the following is the order in which employees are to be laid off first.

1. Temporary part-time employees performing bargaining unit work.

2. Temporary full-time employees performing bargaining unit work.

3. Probationary employees performing bargaining unit work.

D. Employees to be laid off may exercise their Bargaining Unit Seniority for bumping purposes as follows:

1. Employees faced with layoff who have greater seniority than employees within the same classification may first bump a less senior employee in the same classification within the Bargaining Unit.

2. If bumping is not possible, as outlined in (1) above, employees faced with layoffs who have greater seniority may bump a less senior employee within another classification with the same or lower maximum salary provided they meet the minimum qualifications and can perform the work.

3. Employees bumping into another classification shall serve a thirty (30) day trial period. If the employee is unsuccessful with this bump, the employee may bump only one more time. They may bump the least senior employee within another classification with a lower maximum salary, provided that they meet the minimum qualifications of that classification and can perform the work. If this bump is unsuccessful, the employee will be laid off subject to recall rights. Employees who are unsuccessful in exercising their bumping privileges will be laid off from their original classification.

30.4 Should a full paid holiday fall on Saturday, then the Friday preceding that day will be taken as paid holiday; and if the full paid holiday falls on a Sunday, then the Monday following shall be taken as a paid holiday.

30.5 No Union employee shall be required to work on Labor Day, except in case of emergency.

30.6 Holidays recognized by Section 1 of this Article that fall within an employee's paid leave period will not be considered as part of a paid leave and shall be taken by extending the paid leave one (1) day for each such holiday or credited an additional day at the discretion of the supervisor.

ARTICLE 31

Salary and Wages

31.1 The pay ranges and steps in Appendix A will apply to classifications as indicated effective July 1, 2006. Advancement to the next step in the range assigned to the class (if steps are left) will be at increments of six (6) months from the last regular step raise until the top step is reached. The steps in Appendix A reflect an increase of 2.75% in 2006, and 3.0% in each thereafter (i.e., 2007, 2008, 2009, and 2010).

31.2 The Technical Secretary assigned the additional duties of assisting the Prosecutor will receive twenty (20¢) cents per hour above the regular pay for this classification.

31.3 New employees or newly promoted employees will normally start at the first step shown in the range or at the first step that provides an increase and progress.

31.4 The following allocation listing in no way dismisses Management's right to change duties and responsibilities assigned to positions and therefore cause possible changes in class assignments to positions.

ARTICLE 32

Shift Allowance

32.1 Employees in the Unit who are required to work either the afternoon or midnight shift shall be paid a shift allowance of 35¢ per hour.

32.2 The afternoon shift is defined as those normally construed to fall within the time frame from 3:30 p.m. to midnight, and the midnight shift from midnight to 8:30 a.m.

32.3 Shift allowance will be paid only for the normal shift and not for overtime worked.

ARTICLE 29

Funeral Leave

29.1 An employee shall be entitled to pay for up to five (5) calendar days, including scheduled leave days, per funeral, to make preparations for and attend the funeral and burial of, and to take care of matters subsequent to the burial caused by the death of the following members of the employee's family: spouse, parents, including father-in-law and mother-in-law, children, step-children, or member residing in the employee's home. Employees shall not receive pay for any scheduled leave days that fall during a funeral leave.

29.2 When death occurs in the remainder of the immediate family, i.e., sister, brother, sister-in-law, brother-in-law, grandparents or grandchildren, payment will be authorized for up to three (3) working days. If the funeral for the above is to be held more than 250 miles from the metropolitan Detroit area, leave will be granted for up to five (5) calendar days.

29.3 For the purposes of the above paragraphs, it is understood that the time off after the funeral under these provisions is only allowed if the employee has to take care of personal or business matters which were caused by the death of the member of their immediate family.

ARTICLE 30

Holidays

30.1 All full-time regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on a normal seven and one-half (7-½) hour day for said holidays:

New Year's Day	Veterans' Day
Martin Luther King, Jr. Day	Thanksgiving
Good Friday	Day after Thanksgiving
Memorial Day	December 24th
Fourth of July	Christmas Day
Labor Day	December 31st

30.2 The employee must work or be on paid sick leave or vacation leave the day before a holiday and the succeeding work day after a holiday in order to receive the holiday pay.

30.3 Employees working on an approved holiday will be paid for hours worked at the rate of two (2) times normal pay rate plus holiday pay.

18.16 Recall.

A. When recalling employees following a layoff or reduction to their former bargaining unit classification, the employee with the most seniority who is qualified shall be the first to be recalled.

B. When recalling laid off employees or employees who have successfully exercised their bumping rights, the Human Resources Director will notify the employees by certified mail sent to the employee's last known address.

C. Each employee who is recalled shall report to the Human Resources Director in person or by certified mail within fifteen (15) working days after being notified whether or not she intends to return to work for the City. If an employee fails to notify the Human Resources Director, as specifically stated herein, the employee shall be considered as having voluntarily quit.

D. Bargaining unit employees having recall rights shall have first preference to return to their former classification before other employees are promoted or hired.

ARTICLE 19

Out-of-Classification Pay

19.1 An employee, when temporarily assigned to work on a position in a higher classification, shall receive the higher rate of pay when performing a preponderance of the duties and tasks assigned that position. Temporary short assignments of under five (5) consecutive scheduled working days are considered an opportunity of the employee to train for a higher position to become better qualified for promotion, and the employees shall not be paid at the higher rate for this temporary assignment until after five (5) consecutive scheduled work days. When an employee is working in a higher classification, that employee will be paid at a rate that will provide one full step increment (minimum of six (6%) percent). Holidays that fall within the time period the employee is performing the duties of a higher classification will be considered as days worked out-of-class.

19.2 The following requirements shall be fulfilled for out-of-classification pay:

A. Temporary assignments within the Division - five (5) day qualification period - valid for six (6) months.

B. Temporary assignments out of the Division - five (5) day qualification period - valid for sixty (60) days.

19.3 When the City introduces a new piece of equipment, or technology, it shall set a rate of pay and shall notify the Union of the introduction of the equipment, or technology, and the new rate of pay. During the first thirty (30) days after the notification to the Union, it shall have the right to initiate negotiations in respect to such rate of pay. If no such request is filed within the thirty (30) day period, the rate of pay will continue as established by the City.

ARTICLE 20

Waiver Clause

20.1 The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

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

ARTICLE 21

Classes of Positions Covered

21.1 This Agreement covers all present and future permanent clerical employees in positions in the Police Department. Further, any new positions established and/or new classes established during this Agreement falling within the general tasks and duties similar to the positions listed are to be added to the list.

27.2 Prior to the entry of judgment, either the Employer or its insurance carrier or the employee or her personal representative may settle their claims as their interest shall appear and may execute releases therefore. Such settlement and release by the employee shall not be a bar to action by the Employer or its compensation insurance carrier to proceed against said third party for an interest or claim it might have.

27.3 In the event the injured employee or her dependents or personal representative shall settle their claim for injury or death, or commence proceeding thereon against the third party before the payment of benefits, such recovery or commencement of proceedings shall not act as an election of remedies and any monies so recovered shall be applied as herein provided.

27.4 In an action to enforce the liability of a third party, the plaintiff may recover any amount which the employee or her dependents or personal representative would be entitled to recover in an action in tort. Any recovery against the third party for damages resulting from personal injuries or death only, after deducting expenses of recovery, shall first reimburse the Employer or its insurance carrier for any amounts paid or payable under the provisions of this Article to the date of recovery and the balance shall be forthwith paid to the employee or her dependents or her personal representative and shall be treated as an advance payment by the Employer on account of any future payment of benefits.

27.5 Expenses of recovery shall be the reasonable expenditures, including attorney fees, incurred in effecting such recovery. Attorney fees, unless otherwise agreed upon, shall be divided among the attorneys for the plaintiff as directed by the Court. The expenses of recovery above-mentioned shall be apportioned by the Court between the parties as their interests appear at the time of said recovery.

ARTICLE 28

Jury Duty

28.1 Any employee required to serve on jury duty will suffer no loss of pay, but will be paid the difference between jury pay and her regular pay.

(50%) percent. Accrued vacation and, if applicable, personal time will be compensated at one hundred (100%) percent.

26.6 An employee who is unable to return to work after twelve (12) months from the date of the non-duty connected disability, shall cease to be a seniority employee.

26.7 Short Term Disability Income for Accident or Sickness

Short Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	30 days
Maximum Amount Weekly Benefit	$350
Maximum Duration	26 weeks

26.8 Long Term Disability Income Benefit

Long Term Disability Income Benefit	60 percent
Elimination (Waiting) Period	180 days
Maximum Amount of Monthly Benefit	$1,500
Maximum Duration	Sickness or Accident to age 65

ARTICLE 27

Subrogation

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

ARTICLE 22

Hours of Work and Overtime

22.1 Normal Working Hours. The normal work week consists of five (5) days, Monday through Friday. The normal workday consists of seven and one-half (7-1/2) hours of work with a one (1) hour lunch break. Normal work hours are 8:30 a.m. to 5:00 p.m. daily. The Chief of Police may approve alternative work hours.

22.2 Overtime

A. Definitions

1. Casual - The continuation of the present work shift.
2. Scheduled - Overtime which is worked on holidays or premium days.
3. Call-In - Overtime during the regular workweek where an employee is called back after her regular shift but prior to her next shift.

B. Time and one-half will be paid for time worked in excess of seven and one-half (7-½) hours in any continuous 24-hour period beginning with the starting time of the employee's shift.

C. Time and one-half will be paid for the time worked on the sixth (6th) day of the employee's workweek, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours during the employee's workweek.

D. Double time will be paid for time worked on the seventh (7th) day of the employee's workweek, provided the employee has worked or been on an approved paid leave for a minimum of thirty-seven and one-half (37-½) hours during the employee's workweek.

E. Double time will be paid for time worked on city designated holidays.

22.3 Compensatory Time.

A. Choice of Time or Pay. Employees have the choice of compensatory time or pay for overtime worked. The employee is to designate their choice of compensatory time or pay at the time the overtime work is actually earned.

B. Compensatory time is earned by employees at the rates established in Section 22.2.

C. Compensatory time may be taken by the employee subject to prior approval by the Employer. Employees will be allowed to use compensatory time within a reasonable period after a request, unless said time off would be unduly disruptive of the normal work shift.

D. The accumulated unused compensatory time for all employees shall be computed by the City at the end of the first pay period ending in June of each year, based upon the current rate of pay, and will be paid to the employee by June 30th. Employees shall be allowed to accumulate and maintain a maximum of one hundred twelve and one-half (112-½) hours in compensatory time. It is understood that the amount of accumulated unused compensatory time may fluctuate during the course of a year, however, it is the intent of the parties that it cannot exceed one hundred twelve and one-half (112-½) hours of unused time at any point in time.

22.4 Overtime Guarantee. An employee reporting for work on Management's instructions on a holiday or premium day (scheduled overtime) shall be guaranteed four (4) hours pay at the appropriate premium rate.

An employee reporting for work on Management's instructions prior to her next regularly scheduled work shift on a day other than a holiday or premium day (call-in) shall be guaranteed two (2) hours pay at the appropriate premium rate; provided, however, if her regularly scheduled shift commences within two (2) hours of the time she is called in, then she shall be paid at the premium rate only for the time worked before her regularly scheduled shift commences at which time she will then be paid her normal rate of pay.

22.5 Seniority by class in the Division shall prevail in the distribution of "call in" overtime work. The senior employee will be the first called and the next senior employee in like manner until the crew is assembled. In the event a crew cannot be assembled after the lowest senior employee is called, then employees will be called in reverse order; and employees must report for "call in" until the crew is assembled. If an employee declines to work overtime or cannot be contacted three (3) times running, she may be skipped for up to sixty (60) days for overtime consideration.

22.6 Overtime work will be permitted only when authorized by a supervisor.

22.7 An employee required to work more than two (2) hours overtime shall be granted a fifteen (15) minute coffee break. In the event that such overtime is extended into the 12th hour, the employee will be granted a paid meal period of thirty (30) minutes before the end of the 12th hour.

to the employee calculated on the employee's appropriate hourly pay rate. The remaining unused sick leave will be computed at fifty (50%) percent. Accrued vacation and, if applicable, personal time will be compensated at one hundred (100%) percent.

25.5 An employee who loses time on account of injury or illness arising out of and in the course of employment with the City shall continue as a seniority employee for a period of two (2) years from the date of such disability. An employee who is unable to return to work at the end of the two year period shall cease to be a seniority employee.

25.6 Employees, if requested, will be required to provide a report from a doctor to support the employee's request for a sick leave and an authorization from the doctor of ability to return to work.

25.7 Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

ARTICLE 26

Injury or Illness Outside the Scope of Employment

26.1 Employees who lose time from work on account of non-duty injuries or illness may utilize available sick leave bank during the short term disability waiting period (30 days). (Vacation time may be approved for utilization upon exhausting the available sick time based upon the sole discretion of the City Manager).

26.2 During the first three (3) months of a non-duty connected disability, the Employer will continue to provide medical, dental, and prescription coverage and life insurance.

26.3 The City will continue a non-duty disabled employee's health coverage, when a disputed Worker's Compensation claim has been filed, for one (1) year or until the disputed claim is decided, whichever is less. Should the injury be determined to be not work related, then arrangements will be made for the employee to repay the cost for those excess months of coverage back to the City over an equal amount of time that the coverage was provided through payroll, pension or disability payment reductions.

26.4 If an employee is unable to return to work after three (3) months from the date of the non-duty connected disability, the Employer shall cease payment for the fringe benefits outlined in the paragraph above.

26.5 If an employee is unable to return to work after six (6) months from the date of the non-duty connected disability, all remaining leave time shall be paid to the employee based upon the appropriate hourly rate. The remaining unused sick leave will be computed at fifty

24.9 Current workday is established to be seven and one-half (7-½) hours for all employees in this Unit. No employee can draw more than the seventy-five (75) hours of sick leave during the two (2) week pay period.

24.10 Employees off sick shall be required to bring in a doctor's slip if the City Manager requests it. The Employer may require an examination of the employee, following an illness or injury, by a doctor of the Employer's choice on city time and city expense.

24.11 The printed application of leave form furnished by the Employer must be filled out completely and properly signed and submitted by the employee for sick leave absences.

24.12 Upon the employee's death, retirement, or resignation in good standing, the City will pay fifty (50%) percent of accumulated sick leave.

ARTICLE 25

Injury or Illness Arising Out of And in The Course of Employment

25.1 For loss of time on account of injury or illness arising out of and in the course of employment with the City, an employee shall receive full pay for up to one (1) full week, five (5) workdays, without drawing on sick leave accumulation for any one (1) injury or illness, but shall not be allowed on reoccurrence of same injury or illness. An employee who continues on Worker's Compensation may be paid the difference between regular wages and payment under the provisions of the Worker's Compensation Act. At the employee's option, the difference between the regular wages and Worker's Compensation will be offset by a reduction of accumulated sick leave on a relative ratio of the regular base weekly wage as it is to the Worker's Compensation weekly rate. In no case shall an employee be compensated by a combination of Worker's Compensation and prorated sick leave which will exceed the standard weekly income.

25.2 If sick leave accumulation is not available for the waiting period for the disability insurance (short term thirty (30) days), other available leave may be approved for utilization in the sole discretion of the City Manager.

25.3 During the first twelve (12) months of a duty-connected disability, the Employer will continue to provide medical, dental, and prescription coverage and life insurance, at no additional cost to the employee. Sick leave will be earned only during the first month per Section 24.8.

25.4 If an employee is unable to return to work after twelve (12) months from the date of the duty-connected disability, the Employer shall cease to provide the individual the benefits outlined in the paragraph above. If there is leave time remaining, such leave time shall be paid

22.8 An employee shall be granted only a fifteen (15) minute coffee break each morning and afternoon as scheduled by the supervisor.

22.9 If it is determined that three members of the bargaining unit are required to perform overtime work at an auction, the employees will be the Evidence Clerk, Support Services Division Technical Secretary, and the Technical Secretary responsible for abandoned automobiles.

ARTICLE 23

Vacation Leave

23.1 A. All regular full-time employees shall be entitled to vacation time with pay under the following schedule for completed years of continuous service:

1 - 4 years	10 days
5 - 9 years	15 days
10 - 11 years	18 days
12 – 19 years	20 days
20 – 24 years	22 days
25 years +	25 days

B. Employees who lose time due to on-the-job disability under Worker's Compensation up to a maximum of one (1) year shall receive their vacation as though the time was worked.

C. Vacation days earned (accrued) for each completed year of service are credited to the employee's vacation bank at the end of the completed year of service.

D. Vacation days can only be accumulated in the amount not to exceed thirty (30) days, except that employees will have the following year to use the vacation credited for the year just completed. Vacations will be based on anniversary date for each employee. For example: An employee who was hired on September 1, 1996, at the thirty (30) day maximum accumulation - on September 1, 2001, this employee would be credited an additional fifteen (15) days vacation (this would represent completion of the fifth (5th) year). This employee would then have until her next anniversary date to use or lose the fifteen (15) days. Vacation earned during one (1) year would be credited and used during the next year. Vacation time may not be taken in the same year based upon monthly accrual, except in cases of emergency if approved in writing by the City Manager.

E. In case of retirement, resignation in good standing, or death of an employee, she or her estate will be paid for all vacation days which have accumulated to her credit, plus a pro-rata share of vacation by month during year of retirement, resignation in good standing, or death. Employee is deemed to have completed a full month if separation occurs after the fifteenth (15th) of any month.

F. Vacation selection shall be year-round and can be taken in one (1) hour increments, if approved by the supervisor. In case of illness, said employees can use their vacation, if needed, after all sick time and benefits are exhausted.

G. Vacation schedules will be worked out as far in advance as possible. "Bargaining Unit Seniority" shall be exercised for bids selecting vacations. To accomplish this and to consider the wishes of senior employees, each year after December 1st, each employee shall indicate on a yearly calendar her vacation requests no later than April 1st. After April 1st, all employees who have failed to select their vacation time will take whatever time is available on a first come/first serve basis.

H. The Employer shall as work loads permit, establish by class the available vacation periods for each Division.

ARTICLE 24

Sick Leave and Personal Time

24.1 Employees will earn (accrue) sick leave at the rate of one (1) day for each full month paid status of employment. Sick leave shall not be available for use or credited to the sick bank until successful completion of the probationary period. Maximum sick leave earned per year shall be twelve (12) days. Sick leave days shall be accumulated to a maximum of thirty-six (36) days at the end of the fiscal year.

24.2 At the end of the first bi-weekly pay period in June, employees may convert up to three (3) sick days to three (3) personal days to be used during the following fiscal year. After the aforementioned conversion employees will have all hours in excess of twenty-four (24) days in their sick bank converted to personal time at one hundred percent (100%). In addition to this conversion, all employees who have completed their probationary period shall be entitled to one (1) personal business day per year. If the personal time is not used by the end of the first bi-weekly pay period ending in June of the next year, the employee will receive compensation on the basis of fifty percent (50%) of their regular hourly rate.

24.3 The use of the "personal time" is subject to approval in advance by the Employer but may be requested for use for any reason by the employee. Personal time shall be available for use by the employee in units of one (1) hour or more.

24.4 In the event of resignation in good standing, retirement or death; up to 22.5 hours of unused personal time shall be compensated at 100 percent while all hours in excess of 22.5 will be compensated at 50 percent of the regular hourly rate.

24.5 Compensation for excess sick days will be calculated and paid at the same time as compensatory time.

24.6 Accumulated sick leave may be used in the following manner:

A. Acute personal illness or incapacity over which the employee has no reasonable control.

B. Absence from work because of exposure to a contagious disease, which, according to public health standards, would constitute a danger to health of others by the employee's attendance at work.

C. For doctor and dental appointments, employees may utilize sick leave in one (1) hour increments based upon the following criteria: (1) Employees must request the time in advance indicating on the Request for Leave, the doctor's name and address; (2) The employee will be required to provide the Employer with verification from the doctor.

D. Employees who lost time because of illness occurring during their regular working hours will only be charged for the time actually not worked.

E. Employees who call in prior to the start of their regular work day because of illness will be docked a minimum of four (4) hours from sick leave provided they have sick leave accumulation. Employees not having any sick leave accumulation will lose a minimum of four (4) hours of pay.

24.7 Employees using sick leave during a period that includes a scheduled holiday will be paid for the holiday. The employee cannot be paid for both on the same day, nor will the employee be charged for a day of sick leave.

24.8 An employee absent for more than one (1) month, with the exception of paid vacation and paid leave of absence, will earn a sick leave day for the first month only.