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LABOR AND INDUSTRIAL  
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AGREEMENT

BY AND BETWEEN

THE CITY OF HARPER WOODS MICHIGAN  
A MUNICIPAL CORPORATION

AND

MICHIGAN LAW ENFORCEMENT UNION  
LOCAL UNION No. 129  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS  
OF AMERICA

1985 - 1986

*Harper Woods, City of*

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AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1985, by and between the City of Harper Woods, a Michigan municipal corporation, party of the first part, and hereinafter termed the Employer, and Local Union No. 129, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, located at 3717 Van Slyke, Flint, Michigan, 48507, party of the second part, hereinafter called the Union.

## ARTICLE 1

PURPOSE AND INTENTSECTION 1.

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

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 services 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

RECOGNITIONSECTION 1.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Employer does hereby recognize Local 129, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement, for all full-time Patrol Officers and Detectives employed by the City.

## ARTICLE 3

DISCRIMINATIONSECTION 1.

The City and the Union agree that all provisions of this Agreement shall be applied to all employees covered hereby without regard to race, creed, national origin, marital status, sex or age. The City shall take steps to assure that employment assignments and promotions are given on an equal non-discriminatory basis.

## ARTICLE 4

AID TO OTHER ORGANIZATIONSSECTION 1.

The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

## ARTICLE 5

UNION SECURITYSECTION 1. AGENCY SHOP

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to pay an amount equal to the monthly Union dues to the Local Union for the services and administration of this Contract for the duration of this Agreement.

Employees covered by this Agreement who are not members of the Union at the time they are hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement, shall be required, within thirty-one (31) days of the date of hire, as a condition of continued employment to pay an amount equal to the monthly Union dues to the Local Union for the service and administration of this Contract for the duration of this Agreement.

An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership, shall be a member of the Union and shall be deemed to meet the conditions of this section.

SECTION 2. PAYING DUES

Employees shall be deemed to be members of the Union or Agency within the meaning of this section if they are not more than sixty (60) days in arrears in payment of membership dues or service charge.

No employees shall be terminated under Section (b) of this article unless:

a) The Union first has notified the employee by registered letter, explaining that he is delinquent in not tendering either periodic and uniformly required Union dues or the service charge in an amount equivalent to periodic and uniformly required Union dues, and specifying the sixty (60) day delinquency, and warning him that unless such dues or service charge is tendered within thirty (30) calendar days, he will be reported to the City for termination as provided in this Article, and

b) The Union has furnished the City with written proof that the procedure of Section b(1) of this Article has been followed or has supplied the City with a copy of the letter sent to the employee and notice that he has not complied with the request. The Union must specify further, when requesting the City to terminate the employee, the following by written notice; "The Union certifies that (name) has failed to tender either periodic and uniformly required Union dues or service charge required as a condition of employment under the collective bargaining agreement and that under the terms of the Agreement, the City shall terminate the employee".

The Union shall indemnify and save the City harmless against any claims, demands, suits or other forms of liability arising out of this Section, or Section 3.

SECTION 3. UNION DUES, INITIATION FEES, or SERVICE CHARGED

a) Payment by Check Off.

During the life of this Agreement and in accordance with the terms of the Form of Authorization of Payroll Deduction of dues or service charge, hereinafter set forth, the Employer agrees to deduct a uniform amount as Union membership dues or service charge levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization for Payroll Deduction Form.

New members will be permitted to have deducted monthly, an equal amount as possible, for initiation fees during the twelve (12) months probationary period in addition to their Union dues or Agency fee.

b) When Deductions Begin.

Check-off deductions under a properly executed Authorization for check-off of dues or Service Charge Forms shall become effective at the time the authorization is signed by the employee and shall be deducted from the last pay of the month and each month thereafter. The pay periods shall be bi-weekly.

c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with: (1) a list of whom membership dues have been deducted, and (2) a list for whom service charges have been deducted by the tenth (10th) of the month following the payday that the dues and charges were deducted.

d) Disputes Concerning Membership.

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Union, and if not resolved, may be decided through the grievance procedure.

ARTICLE 6

STEWARDS

SECTION 1.

The Employer recognizes the right of the Union to designate a Steward and an alternate from the seniority list of the unit described in

Section 2. Once a Steward and an alternate are selected, their names



will be submitted by letter to the Police Chief, and to the City Manager for their information.

The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the following duties:

a) The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

b) The transmission of such messages and information which shall originate with, and are authorized, by the Local Union or its officers, provided, such messages and information:

1) have been reduced to writing, or,

2) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interferences with the work of the Police Department.

c) The steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the Police Department without loss of time or pay during his regular working hours. Such time spent in the handling of a grievance during the steward's regular working hours shall be used in computing daily and/or weekly overtime if within the regular schedule of the steward.

## SECTION 2.

A copy of any order, general order, rule, regulation or training bulletin shall be made available to the Steward for the Union.

ARTICLE 7

SPECIAL CONFERENCE

SECTION 1.

Special conferences on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be discussed at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those matters included in the agenda unless there is agreement by both sides to include other topics. Conferences shall be held during normal business hours of the City.

ARTICLE 8

EQUALITY OF TREATMENT

SECTION 1.

It is agreed by the Employer and the Union that the City is obligated, legally and morally, to provide equality of opportunity, consideration and treatment of all members of the Union and to establish policies and regulations that will insure such equality of opportunity, consideration and treatment of all members employed by the City in all phases of the employment process.

## ARTICLE 9

POLICE DEPARTMENT PERSONNEL FILESECTION 1.

A member of the Union's police personnel file shall be kept under the direct control of the Chief of Police.

- 1) The Employer shall not allow anyone other than Police Department Personnel, the Chief of Police, City Manager, and the City to read, view, have a copy of, or in any way peruse in whole or in part, a member of the Union's Police personnel file or any document which may become a part of his or her file.
- 2) A member of the Union may by right view his own police personnel file as to its total content except the background investigation report upon written request to the Chief of Police.
- 3) All Police personnel files must be kept and maintained in the confines of the Police Department so as to secure their privacy.
- 4) It is understood by both parties that the City Manager may review the police files.
- 5) Before any write up on an officer is placed into his file, he shall be given the opportunity to review the write up, and if such officer desires, it shall be a proper subject of the grievance procedure. Excluding, however, background material.

## ARTICLE 10

MANAGEMENT RIGHTSSECTION 1.

The City Council, on its own behalf of its Electors, hereby retains and reserves unto itself, 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 are reserved to and remain vested in the City Council, including, but without limiting the generality of the foregoing, the right:

- a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation;
- b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
- c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
- d) to determine the number, location, and type of facilities and installations;
- e) to determine the size of the work force and increase or decrease its size;
- f) to hire new employees, to assign and lay off employees;
- g) to establish and change work schedules, work standards, and the methods, processes and procedures by which such work is to be performed;
- h) to discipline, suspend, and discharge employees for cause;
- i) to schedule overtime work.

The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

## ARTICLE 11

### OVERTIME DISTRIBUTION

#### SECTION 1.

Overtime shall be distributed by offering it to the senior qualified officer who is off by division and shift.

Division shall be:

- (1) Uniform Division
- (2) Detective Bureau
- (3) Youth Officer/Traffic Safety

Normal overtime shall be distributed according to the following criteria:

- (1) An officer called in for normal overtime shall be utilized for a minimum of four hours, except as specifically defined. If the senior man cannot work four hours in an overtime capacity, the next senior man will be called.
- (2) In a situation requiring normal overtime, the senior man off on that shift shall be called for the overtime.
- (3) If unable to obtain off-scheduled personnel from the shift requiring overtime, the shift supervisor will call the other off-scheduled officers according to seniority.
- (4) If unable to fill the requirement with an off-scheduled officer, an officer scheduled to work another shift shall be called by seniority.
- (5) If no one accepts the normal overtime, the shift supervisor shall order off-scheduled officers to work the overtime starting with the officer with the least divisional seniority and according to rank required.
- (6) Hold-over overtime shall be used to complete the detail that began on the shift. If held-over for other work, officers shall be utilized for a minimum of two hours overtime. Hold-over overtime will be on a shift seniority basis. All off-duty officers will be called in accordance with overtime if on duty officers refuse holdover time. If off-duty officers refuse the overtime, the on duty officer with the least seniority may be required to be held over.
- (7) Individuals that are scheduled off on furlough, personal business, vacation or sick time, will not be called for overtime on the days of such absence except when conditions required their call-ins. Officers scheduled off during vacation and off due to swapping are eligible for

overtime on the days they are off.

(8) A written record shall be kept of the disposition of each call regarding overtime and shall be available to all shift commanders.

(9) A current seniority list shall be available at all times to the shift supervisor.

(10) Past practice regarding call-in of breathalyzer operator, detectives and Youth Bureau personnel will remain the same.

## ARTICLE 12

### WORK SCHEDULE

#### SECTION 1.

The Employer recognizes the present work schedule in effect at the time the signing of this Agreement and will not change such schedule arbitrarily or capriciously without seventy-two (72) hours advance notice in writing to the Employee, except in cases of emergency.

#### SECTION 2.

All hours worked in excess of 8.0 hours per day or in excess of the schedule will be paid at the premium rates specified in this Agreement, except that no overtime will be paid for deviations from the conditions above caused by routine shift changes or schedule changes.

In excess of eight (8) hours per day - Time and one-half (1 1/2)

In excess of 160 hours per 28-day work period - Time and one-half (1 1/2)

Any days worked on any regularly scheduled days off of the work schedule, except holidays, will be paid at time and one-half (1 1/2). No overtime premium shall be paid more than once for the same hours.

### SECTION 3.

The present schedule as listed herein will not be changed or altered for the sole purpose of avoiding the payment of overtime hours, except as provided elsewhere in this Agreement, which will include but not be limited to, where officers are required to appear in court, liquor control boards, or any other agency for purpose of testimony or to assist such courts or agencies.

### SECTION 4.

Except in emergency situations, individual officer's schedules will not be altered involuntarily without at least two weeks' notice and then for periods of not less than thirty (30) days.

### SECTION 5.

When selecting officers under the above provisions, seniority shall prevail.

### SECTION 6.

Any compensable day shall be considered a day worked for the purpose of computing benefits under this Agreement except when specifically stated otherwise.

SECTION 7.

The City will continue to recognize the present practice of lunch periods and/or coffee periods.

SECTION 8.

While recognizing that the Employer retains the ultimate right to schedule work as set forth in Article 10 Section 1 (g), the Parties agree to meet and confer within sixty (60) days of the execution of this Agreement for the purpose of exploring methods and means of improving the work schedule.

## ARTICLE 13

SUBCONTRACTINGSECTION 1.

The right to contract or subcontract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the work force or the rank of the present employees.

## ARTICLE 14

RECLASSIFICATIONSECTION 1.

The Employer reserves the right to reclassify existing positions based on assignment duties and responsibilities or make changes in assigned duties and responsibilities, provided, however, no employee, shall be assigned duties which are not performed by persons in his respective job classification. It is agreed that such reassignment shall not be arbitrary or capricious.



## ARTICLE 15

PROVISIONS FOR LEGAL COUNSELSECTION 1.

The Employer shall provide to the employees, such legal assistance as shall be required or needed as a result of the acts occurring when and while said Employee was in the performance of his police duties and responsibilities. This shall apply to civil suits in their entirety and criminal prosecutions up to and through the preliminary examination, and not to labor grievances or disciplinary proceedings. Further representations will be at the option of the City. Unless there is a conflict of interest, the City Attorney's Office or alternate counsel shall be used. The City Council shall choose an attorney to provide such legal assistance in the event of a conflict of interest.

## ARTICLE 16

NO STRIKE CLAUSESECTION 1.

During the life of this Agreement, the Union will not cause nor permit its members to cause, nor will any members of the Union take part in a strike, slow down, or any concerted effort to diminish the quality or quantity of the work performed by members of the Bargaining Unit.

SECTION 2.

In the event of a work stoppage or curtailment, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

SECTION 3.

The Employer will not lock out any employees of the bargaining unit during the term of this Agreement.

## ARTICLE 17

CITY AND DEPARTMENTAL RULESSECTION 1.

The City or the Department may provide reasonable personnel rules for use in the City or in the Department. These rules must be submitted by the Chief if they are departmental rules to the City Manager, and they shall become effective upon the City Manager's approval. If any conflict arises between the City or department rules in this Agreement, this Agreement shall take precedence. It is agreed that Union members shall be part of a committee to discuss and review any department or City personnel rules. However, neither the City nor the department shall promulgate any rule which would in any way abridge or abrogate any of the rights or freedoms enjoyed by the members nor promulgate any rule which would force members to abridge or abrogate the rights or freedoms of other persons.

## ARTICLE 18

GRIEVANCE PROCEDURESECTION 1.

The purpose of this grievance procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances. Grievances within the meaning of this procedure shall consist of all disputes about interpretations and alleged violations of particular clauses of this Agreement. The particular Section of the Agreement alleged to have been violated or misinterpreted must be specified within the body of this grievance.

SECTION 2.

The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

SECTION 3.

Immediate supervisors, commanding officers and reviewing officers shall consider promptly all grievances presented to them and, within the scope of their authority, take such timely action as is required.

SECTION 4.

Grievances shall be processed according to the following procedure:

Step 1. An employee who has a grievance may discuss his complaint with his immediate supervisor, with or without the presence of his Steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point. The supervisor shall make arrangements for the employee to be off his job for a reasonable period of time in order to discuss the complaint with his Steward. If the grievance is not settled in Step 1, then the employee may proceed to Step 2.

Step 2. The employee who does not settle his grievance by Step 1 may discuss his complaint with the Chief, with or without the presence of his Steward. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory settlement at this point.

Step 3. If the grievance is not satisfactorily settled after meeting with the Chief of Police, the employees or the Union shall have the right to appeal to the City Manager by reducing the grievance to writing and presenting a copy to the City Manager at least forty-eight (48) hours prior to the requested meeting. The grievance must state the provisions or provisions of this Agreement which are alleged to have been violated by the City and the facts pertaining to the alleged violations plus the remedy sought by the aggrieved party. The representative of the Union shall meet with the City Manager and/or designated representative within eight (8) work days of the presentation of the appeal. The City Manager's answer shall be filed within five (5) work days after the meeting. Workdays here shall be taken to mean Monday - Friday excluding any recognized holidays.

Step 4. If the grievance is not satisfactorily settled in Step 3, then the Union, at its discretion, may file the grievance with the Civil Service Commission or may request the appointment of an arbitrator but not both. In either case, the decision shall be binding on both parties.

If the Union chooses arbitration, the grievance may be submitted to a mutually agreeable arbitrator. If the parties are unable to agree as to an arbitrator within thirty (30) days, the services of the American Arbitration Association or the Federal Mediation and Conciliation Service shall be used in making a selection. The decision of the arbitrator shall be binding on both parties.

#### SECTION 5. COSTS of ARBITRATION.

When a grievance is submitted to an arbitrator for settlement, all costs submitted by the arbitrator will be paid by the losing party.

If no party clearly prevails, the parties shall divide the costs equally.

SECTION 6.

An arbitrator shall have no power to add to, or to subtract from, or modify any of the terms of this Agreement, nor shall he substitute his discretion for that of the Employer or the Union where such discretion has been retained by the Employer or the Union, nor shall he exercise any responsibility or function of the Employer or the Union.

SECTION 7.

Grievances must be presented in the first step of this procedure within five (5) work days of the occurrence or first knowledge of the incident or circumstances in order to be eligible for consideration; work days shall be Monday through Friday excluding Saturdays, Sundays and holidays.

All appeals under this Section must be made in writing within ten (10) work days after the decision has been made and communicated to the employee. If no appeal is taken within the time limit, the employee and/or the Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union representative, where required, within the prescribed time limit, then the appeal will be considered to be rejected by the Employer and will automatically proceed to the next step of the grievance procedure.

SECTION 8.

The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance.

SECTION 9.

The City shall notify the Union of the nature and outcome of any grievance submitted by an individual without Union participation.

SECTION 10.

Notwithstanding any other provisions herein, individual employees may present their own grievances to the Employer and have them adjusted without intervention of the Steward or Union officers. In no event, shall any adjustment be contrary to or inconsistent with the terms of any Agreement between the Employer and the Union, nor will it establish a precedent for other employees of the unit.

## ARTICLE 19

DISCHARGE and DISCIPLINESECTION 1. NOTICE of DISCHARGE or DISCIPLINE.

Before any disciplinary action is taken against a member, he shall be given an opportunity to state his position and offer any evidence immediately available to his superior officer who is rendering such discipline. Notice shall be given to the Union by the Employer of any discipline or discharge within twenty-four (24) hours of the invocation of such discipline or discharge, except as specifically excepted herein.

SECTION 2. CHARGES and SPECIFICATIONS.

The charges and specifications resulting in such discipline or discharge shall be reduced to writing by the commanding officer recommending the action to the Chief, and copies shall be furnished, if the employee wishes, to the Steward and the member against whom the charges are brought. Such charges and specifications shall, where applicable, cite

the specific sections of rules and regulations and/or appropriate law or ordinance which the member is alleged to have violated. The Union will receive notice of the final disposition of any disciplinary action.

SECTION 3. POWER of DISCHARGE and DISCIPLINE.

The City Manager has the duty to direct, supervise and coordinate the work of the Police Department and the Chief of Police, who is directly responsible to the City Manager, who is in immediate charge of the Police Department. In accordance with these provisions, the members of this bargaining unit shall only be bound by the disciplinary actions of the City Manager, Police Chief and his subordinates.

SECTION 4. STATEMENTS.

If any employee is charged, he shall be given a hearing prior to discipline. No member shall be required to make any statements concerning the alleged offense prior to the hearing, and the members shall be informed that a hearing, if he wishes one, will be held before the Chief or his designated representatives not less than five (5) calendar days (unless waived by the officer against who charges have been made) nor more than ten (10) calendar days from the presentation of the formal charges to the accused member.

SECTION 5. REPRESENTATION.

The officer against whom charges have been made may be represented at any discussions or hearing by a Steward or any member of his own choosing.

SECTION 6.

If he is not satisfied with the decision of the Chief, he may appeal by filing a complaint in writing through the Steward to the City Manager or his representative within three (3) days following notification of the decision of the Internal Review Board. The City Manager will review the discharge or discipline and give his answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the employee and to the Union, the matter shall be referred to Step 4 as set forth in the grievance procedure.

SECTION 7. PAST INFRACTIONS.

In imposing any discipline on a current charge, the Employer will not base his decision upon any prior infractions of City departmental rules or regulations which occurred more than two (2) years previously, unless related to the current charge.

SECTION 8. VERBAL REPRIMAND.

The procedure as outlined above shall be applicable in all disciplinary proceedings except for verbal reprimands which are exempt from the provisions of this Agreement.

SECTION 9. RELIEVED OF DUTY.

In the event a member is relieved of duty pending investigation, he may be taken off the payroll until returned to duty, re-assigned, inactivated, suspended, or fired. A member may be relieved of duty for only five (5) working days. Upon return to duty, the member shall receive pay and benefits for the lost work days, but subject to any disciplinary action.



SECTION 10. REASSIGNMENT.

The Department may, at its discretion, reassign an officer instead of taking one of the actions described above until the investigation is complete. Such reassignments shall be without prejudice.

## ARTICLE 20

SENIORITYSECTION 1.

The Union shall represent all permanent employees and employees on probation in rank for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement.

SECTION 2. SENIORITY and SENIORITY LISTS.

- a) Seniority shall be used jointly on the employee's length of service in the Department and date of rank.
- b) Seniority shall not be affected by the race, sex, marital status or number of dependents of the employee.
- c) The seniority list on the date of this Agreement will show the names, job title, length of service in Department and rank of all applicable employees of the Department entitled to seniority.
- d) The Employer will keep the seniority list up-to-date at all times and will provide the Union with up-to-date copies at least every six months.

SECTION 3. LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons only:

- 1) He quits City employment.
- 2) He is discharged, and the discharge is not reversed through the procedure set forth in this Agreement.
- 3) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made with the consent of the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has been terminated. If the disposition made of any such case is not satisfactory to the employee, the matter may be referred to the grievance procedure.
- 4) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made with the consent of the Employer.
- 5) Failure to return from sick leave and leaves of absence will be treated the same as (3) above.
- 6) He retires.

#### SECTION 4. SENIORITY of STEWARD

Notwithstanding his position on the seniority list, the Steward, in the event of a layoff of any type, shall be continued at work as long as there is a job in his department which he can perform and shall be recalled to work in the event of a layoff on the first open job in his department which he can perform. The Steward shall be a permanent employee and shall have completed his probationary period in his current department.

#### SECTION 5. TRANSFER of EMPLOYEES.

If an employee is transferred on a voluntary basis to a position under the Employer not included in the Department and is thereafter transferred again to a position within the Department, he shall have accumulated seniority while working in the position to which he was

transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement, with the exceptions of the privilege of promotion. Concerning promotions, this transferred employee is treated as a new employee and must begin his "seniority" for promotions from date of transfer, unless his absence was for less than one (1) year and in that event, no seniority would be lost except for the actual period of absence.

#### SECTION 6. VETERANS.

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered reemployment in his previous position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event, he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within ninety (90) days of the date of such discharge or ninety (90) days after hospitalization continuing after discharge.

#### SECTION 7. PROBATIONARY EMPLOYEES

All employees covered by this Agreement shall serve a probationary period of twelve (12) months from the day they are appointed to their position, uninterrupted by any type of service break, during which time they will be termed "probationary employees".

Probationary employees service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the Union shall have recourse to the grievance procedure over such termination.

A probationary employee who enters the Armed Forces and meets the foregoing requirement, must complete his probationary period and upon completing it, will have seniority equal to the time spent in the Armed Forces, plus twelve (12) months.

## ARTICLE 21

### LAYOFFS

#### SECTION 1. PERMANENT EMPLOYEES.

The Employer may layoff a permanent employee for reasons outside the Employer's control and which does not reflect discredit upon the services of the employee. The duties performed by any employee laid off may be reassigned within reason to other employees already working who hold positions in appropriate classes.

#### SECTION 2. ORDER of LAYOFF.

Layoff of employees shall be made first by inverse order of their seniority within a position classification. Further, bumping downward, by seniority, will be allowed. All part time, temporary employees will be laid off before any regular permanent employee.

#### SECTION 3. BUMPING RIGHTS.

Employees of the Harper Woods Police Department, outside of the bargaining unit, may have the right to utilize total departmental seniority

to bump into the bargaining unit in the event of a reduction in rank because of a layoff.

SECTION 4. NOTICE of LAYOFF.

The Chief shall provide written notice to the City Manager and to the employees and Union on any proposed layoff. Such notice shall state the reasons therefor, and shall be submitted at least two (2) weeks before the effective date thereof.

SECTION 5. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at the last known address by certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, he shall be considered to have quit. Employees returning to the Department will be placed back to the highest rank possible and to a job assignment equivalent to his seniority.

ARTICLE 22

VACANCY OF NEW POSITION

SECTION 1.

In the event of a vacancy or a newly created position, as declared by the City, the City shall fill said vacancy or newly created position. Employees in the same classification may transfer on the basis of experience, seniority, training and qualifications. In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in the Police Department at least seven (7) calendar days prior

to filling such vacancy or newly created position. If the Union believes that such new position has a higher degree of skill level, the Union has the right to request to negotiate with the City for a rate adjustment. Failure to agree, it is a proper subject to the grievance procedure.

## ARTICLE 23

### PROMOTIONS

#### SECTION 1.

Promotions are made in accordance with the Civil Service Rules and Regulations.

#### SECTION 2.

Temporary promotions will be made from the next lowest rank for periods of at least fourteen (14) days and no more than sixty (60) days, per year, per individual.

The Employee who performs such temporary assignment will be paid at the minimum of the rank in which he is performing such assignment.

#### SECTION 3.

Upon an opening of a shift assignment as declared by the City, Employees who qualify by rank, seniority and division, shall have first choice.

## ARTICLE 24

COMPUTATION of BACK WAGESSECTION 1.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate less any wages earned through other employment.

## ARTICLE 25

MILITARY LEAVESECTION 1.

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, may be granted leaves of absence for a period equal to their seniority in order to attend school full-time under applicable Federal Laws in effect on the date of this Agreement.

SECTION 2.

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the City when they are on full-time active duty in the Reserve and National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the Employer may extend this limit in proper cases.

## ARTICLE 26

SICK LEAVESECTION 1.

Sick leave shall be allowed only in case of actual illness or disability of the employee or the employee's immediate family as addressed in Section 2.

Abuse of sick leave may constitute grounds for disciplinary action up to and including discharge.

Sick leave for all Union members shall be accrued as follows:

a) Number of Days.

All regular employees shall be entitled to sick leave of one (1) work day, with pay, for each month of service.

b) Unused Sick Leave.

Unused sick leave may be accumulated up to one hundred (100) days except as provided in Section (c) below.

c) Additional Provisions.

1) An employee who separates, who dies before retirement or retires from the City's service shall, upon such separation, be paid for 65% of the bank of his unused sick leave credit to the current rate of pay at the time of separation from the Civil Service.

2) An employee who has accumulated the maximum of one hundred (100) work days of sick leave credit shall be paid at the end of each calendar year one-half (1/2) of the unused sick leave credit above the one hundred (100) work days accumulation authorized above the remaining one-half (1/2) shall be added to a reserve bank to be used only for illness. When an employee has accumulated more than one hundred (100) days, the amount over the one hundred (100) days in the reserve bank shall be used first.



- 3) Upon separation from the City, there shall be no pay from the Employee's Reserve Bank.
- 4) If an employee chooses to elect his payment option, he must notify the City between December 1 and December 15 of that year. If no notification is received, his entire unused sick leave days will be carried forward. Payment of such will be on or about January 10th of each year.
- 5) Employees absent from work while on sick leave, while on vacation, during first sixty (60) days of absence on workmen's compensation, or on paid leave of absence, shall continue to accumulate sick leave at the regularly prescribed rate during such absence, subject to the maximum limitations provided.

#### SECTION 2. CONTAGIOUS DISEASES.

An employee eligible for sick leave with pay may use sick leave, upon approval of the division or unit commander, for absence due to exposure to contagious diseases which could be communicated to other employees, and due to illness, including a debilitating illness, in employee's immediate family, which is limited to husbands, wives, children and parents. Proof of illness may be required for such absence.

#### SECTION 3. PARTIAL DAYS.

Sick leave absences for a part of a day shall be charged proportionally in an amount no smaller than one-half (1/2) of their regular working day.

#### SECTION 4.

When an employee finds it necessary to be absent for sickness, he should cause the facts to be reported to the Police Department one (1) hour before his regular starting time on the first working day of absence and may be required to report, unless hospitalized or confined by a doctor, during each work day thereafter. Sick leave

shall not be granted unless the report has been made or unless conditions surrounding the illness or injury make it impossible to make the report. Employees reporting sick may be visited by some designated superior officer at the discretion of the division command for the purpose of determining the seriousness of the officer's illness and tendering any assistance necessary for the welfare of the officer and his family.

SECTION 5. PHYSICIAN'S STATEMENT.

Where sick leave is used more than six (6) times in any calendar year

a

physician's statement may be required attesting to the Employee's illness and ability to return to work on any subsequent days sought for sick leave.

SECTION 6. ACCUMULATED SICK LEAVE.

Accumulated sick leave can be transferred from one employee to another if approved by the City Manager.

## ARTICLE 27

LEAVES of ABSENCESSECTION 1. PERSONAL REASONS.

The Chief may authorize an employee to be absent without pay for personal reasons for a period or periods not to exceed thirty (30) working days in any calendar year.

SECTION 2. SPECIAL LEAVE.

The Chief, in consultation with the City Manager, may authorize special leave of absence with or without pay and other benefits for any period or periods for the following purposes:

- a) Attendance at college, university or business school for the purpose of training in subjects related to work of the employee and which will benefit the employee and the City service.
- b) Urgent personal business requiring employee's attention for an extended period of such as settling estates, liquidating a business, running for a public or Union elective position.

SECTION 3.

If a permanent employee with less than ten (10) years service is off for an extended period of time due to a physical or mental illness, the employee will be granted, at his request a leave of absence without pay not to exceed ten (10) years, provided he will not take a full-time job without City approval. Employees with ten (10) years or more service are governed by the Civil Service Commission and the Retirement Board.

SECTION 4. FAMILY ILLNESS.

If a permanent employee has prolonged illness in his immediate family,

defined in this case to include only the spouse and children of the employee, said employee will, at the employee's request, be granted a leave of absence without pay not to exceed one (1) year.

SECTION 5.

No employee will be allowed to retain employment for another Employer unless approved by the City. Violation of this provision will allow the City to terminate his leave of absence immediately and request the employee to report on his next regular shift. Such employee may be subject to disciplinary action.

SECTION 6. LEAVE for UNION BUSINESS.

Two (2) members of the Union selected to attend a function of the Union, such as conventions or educational conferences, shall be allowed, subject to the prior approval of the Chief, time off with pay to attend such conference and/or convention.

SECTION 7. FUNERAL LEAVE.

Permanent employees shall be allowed three (3) working days as funeral leave days in order to attend a funeral within three hundred (300) miles of the City, with pay, not to be deducted from a sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, sister, brother, wife or husband, son or daughter, mother-in-law, father-in-law, grandfather or grandmother of employee or a member of employee's household permanent. Permanent employees shall be allowed one (1) working day as a funeral leave day in order to attend the funeral with pay not to be deducted from sick leave for a death of his or her spouse's grandparent.

SECTION 8. PERSONAL BUSINESS TIME.

As of January 1, 1985, each Employee will be credited with three (3) days personal business time. By prior arrangement with the supervisor, the Employee may be scheduled off for personal business reasons.

Such days off are in addition to all other benefits provided herein and are with pay.

Personal business time shall not be cumulative year to year; any such credit remaining on January 1 for the prior year shall be canceled.

ARTICLE 20

HOLIDAYS

SECTION 1.

Each employee is entitled to thirteen (13) days off per year in lieu of recognized holidays.

SECTION 2.

New employees will receive holiday days off on a prorated basis at the rate of one (1) day per month.

SECTION 3.

An employee who works a shift beginning on any of the following holidays:

New Year's Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day After Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
	Employee's Birthday

shall be paid double time for all hours worked on that shift.

## ARTICLE 29

WORKERS COMPENSATIONSECTION 1.

It is agreed that any employee covered by this Agreement who is injured while working, and subsequently subject to the Provisions of Worker's Compensation Act, shall be paid an amount of money by the City, in addition to the money he/she receives under the Worker's Compensation Act. This shall total his/her normal weekly net take home earnings, excluding overtime, from the first full day lost because of injury for the period of time he/she is unable to perform any work and is eligible and receives payments under the Worker's Compensation Act, not to exceed fifteen (15) weeks.

SECTION 2.

The City Manager may, at his/her discretion, extend the supplemental compensation, as provided above, for a period not to exceed twenty-six (26) weeks.

SECTION 3.

In the event he/she receives Worker's Compensation Benefits for a period of more than fifteen (15) weeks, the employee may augment said benefits by drawing on accrued sick leave benefits to which the employee is entitled. The amount of sick leave credit, when combined with the Worker's Compensation Benefits, shall not exceed the normal take home pay as defined above.

SECTION 4.

The provisions of this Article concerning the City's obligation to supplement or augment benefits paid under the Worker's Compensation Act or the supplementation of Worker's Compensation benefits with sick leave benefits will only apply when:

- a) the employee is under the exclusive care of a physician provided by or approved by the Employer;
- b) the employee is complying satisfactorily with the instructions of the physician;
- c) the injury is determined to be compensatory under the Michigan Worker's Compensation Insurance Law; and
- d) the employee reported the injury to his/her Supervisor at the earliest opportunity after time of occurrence.

## ARTICLE 30

VACATIONSSECTION 1.

Each employee is entitled to vacation day(s) off with pay according to seniority (and) in accordance with the following schedule. Vacation will be taken in minimums of one week or as otherwise provided.

SECTION 2.

Effective January 1, 1985, Seniority as of Anniversary Date.

- a) Vacation shall be pro-rated from date of hire to January 1, as follows:

<u>Years of Service</u>	<u>Vacation Days</u>
1 - 5 years	10 days
6 - 9 years	15 days
10 years	18 days
11 - 14 years	20 days
15 years	21 days
16 years	22 days
17 years	23 days
18 years	24 days
19 and above	25 days

SECTION 3.

Each employee may accumulate a maximum of thirty (30) days vacation to carry over to the next contract year. Unused vacation in excess of the maximum carry-over will be forfeited. While the City encourages employees to utilize their vacation time, an employee may sell up to ten (10) days of unused vacation in excess of the thirty (30) day maximum carry-over at his or her normal rate of pay.

SECTION 4.

Employees with over thirty (30) days accumulation carry-over on January 1, 1976, may maintain that carry-over for the duration of this contract.

SECTION 5.

Vacation selection preferences will be given on the basis of seniority within each shift in the uniformed division (including the Juvenile Officer).

- a) Vacation selection will be given on the basis of seniority within the Detective Division.

SECTION 6.

Under normal conditions, vacation selection in the uniform division will allow a maximum of two (2) bargaining unit members, within each shift, to take vacation during the same period.



SECTION 7.

Summer vacation periods shall be selected prior to June 1 on a seniority basis. Employees will be limited to the selection of three (3) weeks of summer vacation during the months of June, July, and August. Vacation selections not received by the deadline are subject to disapproval by the Police Chief.

SECTION 8.

After June 1, summer vacation selection will be on a first come, first served basis.

SECTION 9.

Selection of winter vacation or furlough will be governed the same as for summer, however, the cutoff date will be October 1. In the case of more than one officer making a request on the same day for the same time off after June 1 or October 1, seniority shall prevail.

SECTION 10.

All officers in the Detective Division and the Juvenile Officer will be allowed vacation time at the discretion of their supervisors. however, it is agreed that they will be allowed vacation time whenever possible to comply with their bids.

SECTION 11.

New employees will have vacation time prorated to the end of the year of which they began employment.

SECTION 12.

Individual vacation days may be taken with prior approval of the Shift Commander in accordance with Departmental Policy. Week vacation periods shall take precedence over lesser vacation periods regardless of seniority.

SECTION 13.

Employees separated from the City service shall be paid at their normal salary rate for all of their unused vacation.

SECTION 14.

Accumulated leave cannot be transferred from one employee to another employee.

SECTION 15.

If a regular payday falls during an employee's vacation and he is to be on vacation for two (2) weeks longer, he will be entitled to receive that check in advance before going on vacation. An employee must make a request to the City Controller's Officer for his check two (2) weeks before leaving, if he desires to receive it in advance.

SECTION 16.

The Chief of Police or his designee, upon written application of an employee, may cancel an employee's vacation of one week or more, providing the reason for cancellation is due to circumstances beyond the employee's control. The City shall not be subject to the 72-hour cancellation time limits in canceling overtime caused by the granting of the above.

SECTION 17.

In the event an employee is called back to work from his scheduled vacation, he will be compensated:

- a) by returning to the employee on a one-vacation day for one-vacation day ratio, those vacation days lost due to the callback, and
- b) by paying him time and one-half (1 1/2) his regular pay rate for the hours worked.

SECTION 18.

The Parties agree that vacation scheduling issues are to be included as part of the scheduling meet and confer provisions of Article 12 Section 8.

## ARTICLE 31

MISCELLANEOUSSECTION 1. BULLETIN BOARDS.

The Employer will provide bulletin boards in the Police Building which may be used by the Union for posting notices, including, but not limited to, notices of the following types:

- a) Notices of recreational and social events.
- b) Notices of elections.
- c) Notices of results of elections.
- d) Notices of meetings.
- e) Miscellaneous items placed on the board by employees, such as, "for sale" notices.

SECTION 2. TRAINING ASSIGNMENTS.

Both the Employer and the Union recognize the value of one-the-job

training. Such training is to be encouraged. Training assignments will be made on the basis of interest and qualifications and seniority.

SECTION 3. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

SECTION 4. SAFETY COMMITTEE.

The City agrees to establish a Departmental Safety Committee, composed of one (1) member of the bargaining unit, one (1) member of the command, and one (1) representative from the City.

SECTION 5. PAY PERIOD.

All employees covered by this Agreement shall be paid in full bi-weekly. Not more than seven (7) days shall be held from a regular employee. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose, upon request of individual employees or Union representatives.

SECTION 6. CREDIT UNION.

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Federal Mogul Credit Union, not less frequently than monthly. The employee may revoke at any time this authorization and assignment by filing with the Employer and the Credit Union, a statement in writing that he does not wish the Employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both the Employer and the Credit Union.

SECTION 7. BONDS and LIABILITY INSURANCE.

1. Bonds

Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer.

If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his own bonding arrangements; standard premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications.

If there is any excess premiums to be paid, it shall be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is canceled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

SECTION 8.

If a position within the bargaining unit is declared vacant by the Employer, it will be filled as soon as practical in accordance with Civil Service Rules and Regulations.

SECTION 9. POSITION SECURITY

a) Both parties to this Agreement recognize the members of the bargaining unit are by job classification Patrol Officers. The Employer will not require any member of this Union to perform any duty which would tend to or in fact would degrade him as a Patrol Officer.

b) Except in an emergency, no person except a bargaining unit employee shall perform the duties of a member of this bargaining unit on a regular basis.

SECTION 10.

The Employer will provide to each officer all necessary equipment, tools, or instruments required to effectively carry out their duties and responsibilities as Police Officers, except service revolver and uniforms as provided for in the uniform allowance.

SECTION 11.

When a police officer retires or dies while still an employee of the Harper Woods Police Department, his badge and badge number will be retired and not re-issued to another employee.

SECTION 12.

Effective 1-1-86, Uniforms of reserve police officers shall be significantly different than those of regular full-time police officers. All identification, badges and patches shall be clearly marked: POLICE RESERVE.

## ARTICLE 32

INSURANCESECTION 1. HOSPITALIZATION.

Blue Cross Blue Shield MV-I Plan, Master Medical, Semi-Private D45NM, MM, ML, IMB, DCCR, Blue Shield MVF-1 service with two dollar (\$2.00)

prescription rider, and out-of-State reciprocity rider, pre-natal and post-natal, full family coverage where applicable or at the employee's option the City will pay for family membership in the Group Health Plan of Southeast Michigan.

SECTION 2.

The City agrees to pay the premium of the retirees for the Blue Cross Blue Shield plan listed above and to provide additional coverage for the employee's spouse unless such insurance is provided by any other employer of the retiree or spouse.

SECTION 3. LIFE INSURANCE.

The City shall provide for the payment of employee's death benefits in the amount of \$20,000 and retiree's death benefits in the amount of \$3,000.

SECTION 4. DENTAL INSURANCE.

The City shall provide a Delta Dental Plan, Class II, 60/40 co-pay dental insurance for employees and dependents with addition of Class III coverage with One Thousand Dollar (\$1,000) cap. The City will pay full costs of the premium.

SECTION 5. OPTICAL INSURANCE.

The City will pay the full costs of the Cooperative Services, Inc. Optical Program, covering the basic plan which includes a choice of Kryptok or D-Sig Bifocals, frames, selections from Graphs A through F. and plastic lenses.

SECTION 6. FALSE ARREST INSURANCE.

The City will provide False Arrest Insurance for the employees.

ARTICLE 33

SHIFT PREMIUM

SECTION 1.

Employees working a rotating shift schedule will receive a straight sixty-five cents (\$.65) per hour shift premium. For the purpose of this section, rotating shifts are defined as follows:

UNIFORM DIVISION will be scheduled to work a midnight, afternoon and day shift which shall rotate every twenty-eight (28) days.

DETECTIVE and YOUTH BUREAU will be scheduled to work a day afternoon shift which shall rotate on a weekly basis.

While it is agreed that this shift premium will be protected for the duration of this Agreement, it is understood by the parties that the scheduling of employees is subject to the meet and confer provisions set forth in Article 12 Section 8.

ARTICLE 34

CLOTHING ALLOWANCE

SECTION 1.

Each employee shall receive a clothing and equipment maintenance allowance. This amount is paid in recognition of the fact that there are costs involved on duty. If an employee is off on sick leave, leave of absence, workmen's compensation absence for more than 120



consecutive calendar days or is terminated, his clothing allowance shall be prorated for the time actually worked. Clothing allowance to be paid no later than the second pay period in January.

EFFECTIVE 1-1-85	\$500	per year
EFFECTIVE 1-1-86	\$525	per year

## ARTICLE 35

### LONGEVITY

#### SECTION 1.

For employees employed prior to January 1, 1985, the following

Longevity Bonus shall apply:

Completion of four (4) years	2.5% of base salary
Completion of nine (9) years	4.5% of base salary
Completion of fourteen (14) years	5.5% of base salary
Completion of nineteen (19) years	6.5% of base salary
Completion of twenty-four (24) years	7.5% of base salary

#### SECTION 2.

For employees employed after January 1, 1985, the following Longevity

Bonus shall apply:

Completion of four (4) years	2.5% of base salary
Completion of nine (9) years	4.5% of base salary
Completion of fourteen (14) years	5.5% of base salary

#### SECTION 3.

Longevity Bonus pay shall be paid on or about December 10 of each year.

## ARTICLE 36

EDUCATIONAL BENEFITSECTION 1.

Upon the City Manager's approval in advance of an employee's starting a job-related course as defined in Section 5 below, the City will reimburse the employee his cost of tuition, and of books and other educational materials he is required to purchase for the course to the extent that such costs are not reimbursed to the employee from other sources of educational assistance.

SECTION 2.

Courses shall be taken on the employee's off-duty time; provided, however, that courses may be taken during duty hours with the approval of the Chief or his designated representative. Hours lost under these circumstances shall be made up by the employee or, on the agreement of the employee and the Chief, or his designated representative, be deducted from the employee's accrued vacation time or accrued compensatory time.

SECTION 3.

The City agrees to pay a member of the bargaining unit annual supplemental pay, on the following basis, for college credit toward a job-related degree program as defined in Section 5.

Semester Credit Hours	Quarter Credit Hours	Annual Payment
30	45	\$200
60	90	\$300
90	135	\$400
Bachelor's Degree in eligible course of study.		\$500

SECTION 4.

Payment will be made on or about December 15th each year for the total credit hours or degrees attained at that time.

SECTION 5.

For the purpose of this Article, the following course studies are defined as job related: Law Enforcement, Criminal Justice, Criminal Science, Fire Administration, Fire Science, and Police Administration.

## ARTICLE 37

PENSIONSSECTION 1.

The present plan will remain in effect. All employees will be eligible for retirement at age fifty-five (55) and will be eligible to receive Employee Blue Cross Blue Shield coverage as provided for in this Agreement.

SECTION 2.

The straight life pension provisions heretofore set forth in Section 2-816(a) and (b) of the Code of Ordinances for the City of Harper Woods shall be replaced with the following provision:

a) Upon a member's retirement, his pension payable shall be equal to the number of years, and fraction of a year, of his credited service multiplied by 2% of his final average gross pay. Gross pay means all regular and overtime earnings, COLA, longevity, shift premium and accumulated vacation day payments. Gross pay does not include any allowances, bonuses, lump sum payoffs of accumulated sick days off or any other form of

compensation under this contract. Employee shall pay one-half of the percentage increase for funding this pension improvement. All other aspects of the pension system with this exception, shall remain intact.

Subsection (b) of Section 2-816 is deleted, and

Subsection (c) of Section 2-816 shall remain the same.

### SECTION 3.

The deferred retirement provisions heretofore set forth in Section 2-817 of the Code of Ordinances for the City of Harper Woods shall be replaced with the following provisions:

#### Section 2-817, Deferred Retirement

- a) Should any member who has ten (10) or more years of credited service leave the employ of the City prior to his voluntary retirement age, for any reason except his retirement or death, he shall be entitled to fifty percent (50%) of a straight life pension provided for in Section 2-816 hereof; provided, he does not withdraw his accumulated contributions from the member's deposit fund.
- b) Should any member who has fifteen (15) or more years of credited service leave the employ of the City prior to his voluntary retirement age, for any reason except his retirement or death, he shall be entitled to one hundred percent (100%) of a straight life pension provided for in Section 2-816 hereof; provided, he does not withdraw his accumulated contributions from the member's deposit fund.

### SECTION 4.

The Parties agree to execute a Memorandum of Understanding which will set forth the following improvements to the Pension Plan effective December 31, 1987:

- a) An increase in the multiplier from 2% to 2.5% with the employees to pay one half of the increase costs.
- b) Voluntary retirement after 25 years and age 50.
- c) Best 3 years out of past 5 years in determining Final Average Compensation.
- d) Annuity withdrawal option provided such results in no immediate increased cost for the City.

## ARTICLE 38

EQUIPMENT, ACCIDENTS AND REPORTSSECTION 1.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his employer, the employee, before starting his 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.

SECTION 2.

Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made in multiple copies; one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the shift commander.

When the occasion arises where an employee gives written report on forms in use by the Employer of a vehicle being in an unsafe working condition, and receives no consideration from the Employer, he shall take the matter up with the officers of the Union who will take the matter up with the Employer.

## ARTICLE 39

SEPARABILITY AND SAVINGS CLAUSESECTION 1.

If any article or section of this contract, or of any riders thereto, should be held invalid by operation of law, or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which with or enforcement of has been restrained, shall not be affected thereby.

## ARTICLE 40

MAINTENANCE OF STANDARD CLAUSESECTION 1.

The City agrees that all conditions of employment relating to rates of pay, wages, wage supplements, hours of employment in the Police Department, shall be maintained at not less than the highest minimum standards in effect at the time of signing of this Agreement

and the conditions of employment shall be improved wherever specific provision for improvement is made elsewhere in this Agreement.

SECTION 2.

It is mutually agreed that the provisions shall not apply to inadvertent or bonafide errors made by the City or the Union in applying the terms

and conditions of this Agreement, provided such error is corrected within thirty (30) days from the date of error, or from the date of discovery of the error, as the case may be.

## ARTICLE 41

### CALL BACK TIME

#### SECTION 1.

Off duty personnel who are called in to work shall be guaranteed a minimum of four (4) hours work, except as provided in Section 2, at the premium rate and shall be called according to the overtime distribution procedure as set forth in this Agreement, except for Court Connected Duty.

#### SECTION 2.

Personnel called in for Court Connected Duty shall be guaranteed minimum number of hours pay at the premium rates provided below:

- |  |           |
|--|-----------|
| 1) Courts or Hearing within<br>Boundaries of Harper Woods                | (2) hours |
| 2) Courts or Hearing outside<br>Harper Woods except for<br>Circuit Court | (3) hours |
| 3) Circuit Court   | (4) hours |

## ARTICLE 42

### GENERAL

#### SECTION 1. ASSIGNING OF POLICE CARS

The present practice of assigning personnel to patrol cars will be continued. However, the Union recognizes that the number of personnel

assigned is a right of management, and the Employer recognizes that they will not change such practice arbitrarily or capriciously and without prior notice to the Union.

#### SECTION 2. SWAP TIME

The practice of "swapping" will be allowed to continue as it has in the past, provided the first line supervisor is given prior notice. The City will not be held financially or otherwise responsible in the event any inequities arise between individual employees as a result of the swap time procedure.

Swapping will be permitted between bargaining unit members only, and shall be of no more than sixty (60) days duration at any one time. Any swap in excess of this minimum will require approval by the Chief of Police. Swaps of five (5) days or more in duration will require at least seventy-two (72) hours notice to the Shift Supervisor. Swaps of less than five (5) days will require twenty-four (24) hour notice except in cases of emergency where the situation precludes the ability to provide twenty-four (24) hour notice.

#### SECTION 3. UNIFORM BOARD

The Employer agrees to recognize as a permanent advisory board, the Uniform Board. The Board will be composed of two (2) representatives from the Department. The Board will advise the Chief of Police in matters concerning the type, style and wearing of the police uniform. The Police Department will consult with the Uniform Board prior to making any changes in the type, style, and wearing of the Police Uniform except during emergencies. Meetings of this committee will be scheduled as the need arises, based on



requests on proposed changes by the committee members or at the request of the Department. It is understood by both parties of this Agreement that this Board is advisory only, and the final decision in all cases rests with the Police Chief.

SECTION 4. RESIDENCY

Shall remain as in the City Charter.

SECTION 5. PUBLIC SAFETY

The Parties agree that in the event the City should pursue the creation of a Public Safety Department the applicable sections of this Agreement may be reopened.

SECTION 6. AWARD COMMITTEE

The Parties agree to form an Award Committee to assist in identifying and recognizing exemplary service by Police Officers and Citizens who are instrumental in effectuating excellence in law enforcement.

ARTICLE 43

TERMINATION AND MODIFICATION

SECTION 1.

This Agreement shall be in full force and effect from its execution to and including December 31, 1966, 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 as set forth in Sections 2 and 3 below.

SECTION 2.

It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement, but also desire to negotiate changes or revisions in this Agreement, either party may serve, by following the procedure as set forth in Section 3, notice upon the other advising that such party desires to revise or change terms or conditions of such Agreement.

SECTION 3.



This Agreement, except as modified in Sections 1 and 2 above, expires on December 31, 1986. If either party does not wish to continue this contract in full force and effect from year to year thereafter, the following procedure shall be followed by the negotiation of a new contract or change sixty (60) days prior to contract expiration. Negotiations to begin on or about November 1, 1986.

SECTION 4.

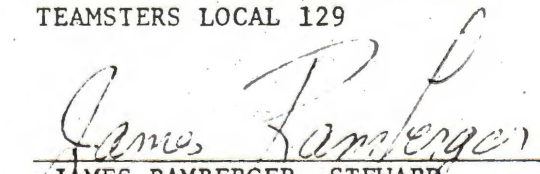
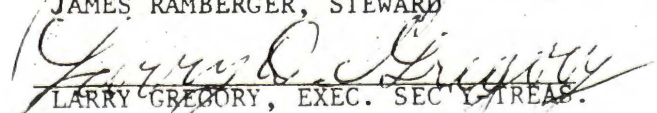
In the event of war, declaration of emergency, or imposition of civilian controls during the life of this contract, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

FOR THE CITY OF HARPER WOODS

  
 JAMES R. HALEY, MAYOR  
  
 MICKEY D. TODD, CITY CLERK

FOR THE MICHIGAN LAW ENFORCEMENT  
 TEAMSTERS LOCAL 129

  
 JAMES RAMBERGER, STEWARD  
  
 LARRY GREGORY, EXEC. SEC'Y TREAS.

APPROVED AS TO CONTENT:



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JAMES E. LEIDLIN, CITY MANAGER

APPROVED AS TO FORM:



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J. RUSSELL LA BARGE, JR., CITY ATTORNEY

SCHEDULE "A"  
BASE SALARY SCHEDULE

<u>CLASSIFICATION</u>	<u>EFFECTIVE 1-1-85</u>	<u>EFFECTIVE 7-1-85</u>	<u>EFFECTIVE 1-1-86</u>
PATROL OFFICER	\$29,021.65	\$29,892.30	\$31,536.38
YOUTH OFFICER	31,053.17	31,984.76	33,743.93
DETECTIVE	31,923.82	32,881.53	34,690.02

The maximum annual base salaries above for classifications other than Patrol Officers, are computed by adding to the Patrol Officer's maximum base salary a percentage thereof as follows:

<u>CLASSIFICATION</u>	<u>EFFECTIVE 1-1-85</u>	<u>EFFECTIVE 7-1-85</u>	<u>EFFECTIVE 1-1-86</u>
YOUTH OFFICER	7%	7%	7%
DETECTIVE	10%	10%	10%

SALARY PROGRESSION - PATROL OFFICER

<u>STEP</u>	<u>EMPLOYMENT</u>	<u>EFFECTIVE 1-1-85</u>	<u>EFFECTIVE 7-1-85</u>	<u>EFFECTIVE 1-1-86</u>
1	Upon Hiring	\$19,518.95	\$20,104.52	\$21,210.27
2	6 Months	21,864.66	22,520.60	23,759.23
3	18 Months	24,209.10	24,935.37	26,306.82
4	30 Months	26,554.80	27,351.44	28,855.77
5	42 Months	29,021.65	29,892.30	31,536.38

The salary progression for classifications other than Patrol Officers shall be computed by adding to each "Patrol Officer" amount above, a percentage thereof as follows:

<u>CLASSIFICATION</u>	<u>EFFECTIVE 1-1-85</u>	<u>EFFECTIVE 7-1-85</u>	<u>EFFECTIVE 1-1-86</u>
YOUTH OFFICER	7%	7%	7%
DETECTIVE	10%	10%	10%

A newly hired officer who is a Michigan certified law enforcement officer, will commence work at Step Three (3) of the pay schedule and thereafter will step increases at twelve (12) month intervals to top pay.

COST OF LIVING

SECTION 1. FROZEN FOR 1985

Cost of Living payments for 1985 will be frozen and thus no payment will be made for adjustments computed for 1985.

SECTION 2. 1986 PAYMENT

Cost of Living payment for 1986 will be paid in July of 1986 and January of 1987. The Cost of Living payment will be based on 1967 BLS Cost of Living Index and one cent (\$.01) for each three-tenths (.3) rise in CPI with starting base to be the November 1985 index in accordance with the following:

With the first pay period on or after April 1, 1986 and, at quarterly intervals thereafter adjustments in this Cost of Living Allowance will be made. The following table reflects the foregoing:

<u>EFFECTIVE DATE OF ADJUSTMENT 1ST PAY PERIOD BEGINNING ON OR AFTER</u>	<u>BASE INDEX</u>	<u>BASED ON 1967 BLS CONSUMER PRICE INDEX FOR THE MONTH OF:</u>
April 1, 1986	November 1985	February 1986
July 1, 1986	November 1985	May 1986
October 1, 1986	May 1986	August 1986
January 1, 1987	May 1986	November 1986

The amount of the Cost of Living Allowance in effect at the time shall be applied to each straight time hour for which an employee is paid, including the actual hours worked during a period of overtime.

It shall not be added to the employee's hourly rate and overtime premium shall not be added to it.