

12/31/89

A G R E E M E N T

between

THE CITY OF HARPER WOODS

and

FRATERNAL ORDER OF POLICE,
STATE LODGE OF MICHIGAN, LABOR COUNCIL
(COMMAND OFFICERS UNIT)

(Expires 12/31/89)

Harper Woods, City of

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A G R E E M E N T

THIS AGREEMENT, made and entered into this 7th day of DECEMBER, 19 87, by and between the CITY OF HARPER WOODS, a Michigan Municipal Corporation, party of the first part, and hereinafter termed the Employer, and the FRATERNAL ORDER OF POLICE, STATE LODGE OF MICHIGAN, LABOR COUNCIL, located at 6735 Telegraph, Suite 395, Birmingham, Michigan 48010, party of the second part, hereinafter called the Union

1. PURPOSE AND INTENT

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.

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.

2. RECOGNITION

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 the Fraternal Order of Police, State Lodge of Michigan, Labor Council, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement, for the following unit:

Corporals, Sergeants and Lieutenants.

3. DISCRIMINATION

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.

4. AID TO OTHER ORGANIZATIONS

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.

5. UNION SECURITY

A. 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 the 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 members, shall be a member of the Union and shall be deemed to meet the conditions of this section.

B. Termination for Delinquency for Paying Dues.

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 employee shall be terminated under Section B. of this article unless:

1. The Union first has notified the employee by registered letter 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,

2. 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 6.

6. 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 six (6) months probationary period in addition to their Union dues or Agency fee.

(DUES CHECKOFF CARD TO BE INSERTED)

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 for 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 pay day 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.

7. STEWARDS.

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, to the Personnel Department and to the City's Labor Relations Unit 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.

8. UNION RIGHTS.

A. Bulletins and Orders.

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

B. Special Conference.

Special conference on important matters will be arranged between the Union and the Chief of Police or the City or their designated representative upon the request of either party. Such meetings shall be between one or more representatives of the Employer and representatives of the Union. Arrangement for such special conferences shall be made in advance and an agenda of the matters to be taken up 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 both parties agree to include other items. Conferences shall be held on a work day.

C. Equality of Treatment.

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.

D. Police Department Personnel File.

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, Personnel Director and the City Manager 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 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 written reprimand of an officer is placed in his file, he shall be given the opportunity to review and discuss the written reprimand at a Chief's hearing. It shall be the proper subject of the grievance procedure, commencing at Step 2. The Union will be notified of such written reprimand if and when it is

placed in the officer's file.

9. MANAGEMENT RIGHTS.

The City on its behalf and on behalf of the electors within its boundaries, hereby retains and reserves for itself, without limitations, all powers, rights authority, duties, and responsibilities conferred upon and vested in it by the Home Rule Act, powers and duties of cities, the laws and Constitution of the State of Michigan and of the United States, including, but not limited to:

- A. The right to hire.
- B. The right to fire, suspend or otherwise discipline anyone for just cause.
- C. The right to layoff, based on seniority.
- D. The right to establish and promulgate reasonable procedures and policies for the efficient, safe, economical and practical operation of the Department.
- E. The right to establish and promulgate reasonable departmental rules and regulations.
- F. The right to determine the number of employees required to operate the Department.
- G. The right to operate the Department in accordance with existing City Charter, City Ordinances, State Laws, and Federal Laws.
- H. The right to determine the type and quantity of

equipment, vehicles, property, and uniforms.

- I. The right to determine the amount of supervision required.
- J. The right to determine the amount of overtime to be worked.
- K. The right to purchase services of specialists or others on a temporary basis.
- L. The right to enter into mutual aid pacts with other communities.
- M. The Union recognizes that the City has statutory and Charter rights and obligations in contracting for matters relating to municipal operations. The right of contracting or subcontracting is vested in the City. 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.
- N. 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.

10. PROVISION FOR LEGAL COUNSEL.

The Employer shall provide to the employee, 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. This procedure will not apply to labor grievances or disciplinary proceedings. Further representation will be at the option of the City. Unless there is a conflict of interest, the City's Attorney office shall be used; the City Council shall choose an attorney to provide such legal assistance in the event of a conflict of interest.

11. NO STRIKE CLAUSE.

The Association agrees that there shall be no interruption or slow-down of services for any cause whatsoever by the employees it represents. During the full term of this Agreement, neither the Association, its agents, or its members will authorize, instigate, aid or participate in a work stoppage, slowdown, strike, or job action against the City.

12. GRIEVANCE PROCEDURE.

A. Objective and Definitions.

The grievance procedure is established as an orderly means for considering and resolving grievances. The word "grievance" shall be defined as a dispute or disagreement

raised by one or more individuals within the bargaining unit against the City. The grievance procedure is available to all employees within the bargaining unit. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level.

B. Reasons for Not Filing.

A grievance may not be filed for any of the following reasons:

1. Personal matters between employees.
2. Matters outside the City's jurisdiction or authority.
3. Incentive awards.
4. Separation at mandatory retirement age.
5. Disciplinary action or separation due to conviction of a felony.

C. Processing of Grievances.

Grievances shall be processed according to the following procedure:

STEP 1 - Oral

Any employee within the bargaining unit may, with or without the presence of an Association representative, discuss the complaint with the Police Department's Chief. The Chief shall have the opportunity to investigate the grievance. The Steward will be notified in any settlement at this step. If the grievance is not resolved, the grievant may con-

tact the Association Steward. The Steward shall review the grievance and determine whether it is a valid and just grievance. If the Steward determines that this grievance should be pursued further, he shall so advise the grievant in writing, and the grievant may then proceed to STEP 2.

STEP 2 - Written Grievance to Police Chief.

The grievant shall submit a written grievance to the Police Chief which shall at a minimum contain the following information:

1. Date of event, problem, or situation being grieved.
2. Be signed by grievant (all grievants), and be dated.
3. Be typed.
4. State what portion of this Agreement, or what written rule, regulation or policy has been violated.
5. State the circumstance surrounding the event, problem or situation being grieved.
6. Specify the relief sought.

STEP 2 of this grievance procedure shall have begun within ten (10) office work days of the date of the event, problem or situation being grieved, excluding sick, disable, or vacation days. "office work day" is defined as Monday through Friday, excluding holidays. The Police Chief shall decide the grievance in writing and the Association shall receive it within ten (10) work days of the receipt of this grievance.

The Chief's decision shall set forth the facts or reasons he took into account in answering the grievance. If the grievance is not resolved at STEP 2, grievant shall submit grievance to STEP 3 within ten (10) work days of the receipt of the Chief's decision in STEP 2, together with copies of all written correspondence as noted in STEPS 1 and 2.

STEP 3 - Written Appeal to City Manager.

Upon receiving the written appeal on the grievance, the City Manager may investigate grievance, question grievant and witnesses, and will respond to grievance. Copies of his decision shall be provided to both parties within twenty (20) office work days of receipt of appeal.

STEP 4 - Appeal to Arbitrator.

If the grievance is not resolved in STEP 3, the grievant shall have the right to appeal the decision of the City Manager to an Arbitrator. The grievant shall notify the City within ten (10) office work days after the decision of the City Manager of the decision to appeal to an Arbitrator.

The Arbitrator shall be selected from American Arbitration Association and he shall be mutually agreeable to both parties. If a grievance is submitted to an arbitrator, the City and Association shall each pay one-half (1/2) of the arbitrator's

fees and expenses.

D. Time Limitations.

All actions by all individuals and groups mentioned in this section shall be within the prescribed time limits. Failure to act by the Association, grievant, Steward, or F.O.P. shall mean that the grievance has been resolved and settled on the basis of the Police Chief's or City Manager's last decision. If the Police Chief or City Manager do not act and answer a grievance or grievance appeal within the specified time limit, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

The time limit on each step may be shortened or extended by mutual written agreement of the parties involved.

E. Arbitrator's Authority.

The decision of the Arbitratory shall be final and binding on both parties. The Arbitratory shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitratory shall interpret, but not change, this Agreement. The Arbitrator shall only interpret the written issue before him.

F. Grievance Form.

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.

13. MEMBER'S RIGHTS.

Each member shall be guaranteed the following rights but this section shall not be construed as a section of limitation:

1. Any member who is accused of violating any criminal law, City, State or Federal shall be entitled to his full rights under the State and Federal Constitutions without being disciplined for exercising such rights.
2. The Department shall give a member at least five (5) working days notice with a copy to the Association of any disciplinary matter, scheduled to be heard. Such notice shall indicate the time and place of the hearing together with a list of all witnesses to be called.
3. After a member is ordered to make any written statement in response to any alleged misconduct or possible misconduct on his part, he shall have at least thirty-six (36) hours from the time of the order in which to comply.
4. In the event a member is relieved of duty pending investigation, he may be taken off the payroll until returned to duty, reassigned, suspended, or fired. A member may be relieved of duty for only ten (10) working days. Upon return to duty, the member shall receive pay and benefits for the lost work days, but

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

5. No penalty resulting from any disciplinary hearing will be then implemented until the member has exhausted his administrative remedies in accordance with this Agreement.
6. An Association officer, counsel or both shall have the right to be present at all disciplinary hearings at the request of the member and shall further have the right to be present during all administrative and investigatory proceedings when the investigated officer must be present.
7. A member shall have the right to have counsel present at any disciplinary proceeding where testimony is given, to have counsel cross-examine all witnesses against the member.
8. Upon the conclusion of the presentation of evidence, the Chief or his designated representative shall make a finding of fact and such finding shall be reduced to writing and a copy given to the member and to his counsel. No appellate time requirements shall begin to run until such time as counsel has been physically served with such written findings.

Findings must be served within ten (10) days of the conclusion of the hearing.

9. Throughout all disciplinary hearings, each member shall be presumed to be innocent. The burden shall be upon the Employer to justify any discipline action.
10. No member shall be disciplined, discriminated against, or transferred because he exercises any of his constitutional rights before any grand jury, investigative body, court or law enforcement agency--federal, state and local, as well as any investigative committee of any legislative body--federal, state and local.
11. No member shall be prohibited from engaging in political activity, either partisan or non-partisan, except where actually on duty, or while in uniform or while acting in official capacity as a police officer.
12. Whenever a member is under investigation or subjected to interrogation by a Superior Officer and/or the Department, for any reason which could lead to disciplinary action, demotion, dismissal, transfer or criminal actions or charges, such investigation or interrogation shall be conducted under the following conditions:
 - a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the

member is on duty, unless the seriousness of the investigation is of such a degree that an immediate interrogation is required.

- b. No interrogation shall begin until the member has been notified that he has a right to have counsel or an officer of the Association present.
 - c. The interrogation shall take place at the office of the interrogating officer.
 - d. Neither the home address nor the photograph of any member suspected of any wrongdoing shall be given to the press or the news media without the written consent of the member.
13. Any member who is suspended or discharged as the result of any indictment, shall be immediately restored to duty upon a dismissal of charges against him.
14. When an employee is suspended pending disposition of charges against him in a court of law or a departmental proceeding, there shall be no offset of interim earnings provided he is exonerated and restored to duty.
15. If an employee's disciplinary penalty is simply modified or lessened to the extent that he has a claim for partial back wages during a period of suspension as the result of the modification or the lessening of the penalty, claims for back wages

shall be limited to the amount of wages that the employee otherwise would have earned.

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

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

14. SENIORITY AND LAYOFFS.

A. Seniority will be Length of Service with the City.

Seniority shall continue during probationary periods. The "Probationary period" is defined as the first twelve (12) months of continuous service in each rank of Corporal, Sergeant or Lieutenant. In the event that two (2) individuals were hired on the same day, the older individual shall have seniority.

B. Probationary Employee.

He may be demoted to his former position during the probationary period. If demoted, he shall have bumping privileges.

C. Purpose of Seniority.

Seniority shall be used to calculate layoffs, vacation scheduling and overtime.

D. Layoffs and Recall Procedure.

The City shall provide the individual or individuals to be laid off with a written notification of layoff at least two (2) weeks prior to the beginning of the layoff. Layoffs shall proceed by laying off first those with the least seniority within the police department.

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.

E. Bumping Privileges.

It is recognized that a Lieutenant shall have bumping privileges to a Sergeant in lieu of a layoff.

F. 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 as in this Agreement.
3. He is absent for three (3) consecutive working

days without notifying the Employer. In proper cases, exception 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.

G. 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.

15. TRANSFER.

A. 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.

B. Vacancy of New Position.

In the event of a vacancy or a 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 filing 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.

C. Promotions.

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

D. Temporary Promotions.

Temporary promotions will be made from the next lowest rank and from employees who are on the civil service eligibility list for permanent promotion to the position; if there is no list, the man who has seniority and ability to perform the work will be selected. Such temporary assignment will not exceed sixty (60) days and the employee who performs such temporary assignment will be paid at the minimum of the rank in which he is performing such assignment.

E. Shift Assignment Opening.

Upon an opening of a shift assignment declared by Employer, the Employer shall schedule a replacement.

16. COMPUTATION OF BACK WAGES.

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

17. VETERANS.

A. Reinstatement of Seniority Employees.

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a 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 after hospitalization continuing after discharge.

B. Leave of Absence for Veterans.

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 not to exceed 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.
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.

18. SICK LEAVE.

Sick leave for all Union members shall be accrued and granted 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. In case of death, payoff is made to the estate.
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 and 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.

D. Partial Days.

Sick leave absences for a part of a day shall be charged proportionately in an amount proportionate to the amount of sick time taken off.

E. Reporting of Sick Leave.

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 unless conditions surrounding the illness or injury make it impossible to make the report. Employees reporting sick may be visited by some designated superior office at the discretion of the supervisor.

F. Physician's Statement.

Where sick leave exceeds five (5) working days, a physician's statement may be required attesting to the employee's illness and his ability to return to work.

G. Personal Business Time.

As of January 1 of each year, each employee will be credited with three (3) days personal business time. By prior arrangement with his supervisor, the employee may be scheduled off for "personal business" reasons. Personal business time may be refused when no other supervisors are scheduled to work on that shift. Such days off are in addition to all other bene-

fits provided herein and are with pay. Personal business time shall not be cumulative year to year; and such credit remaining on January 1 from the prior year shall be cancelled. Two (2) additional personal days will be chargeable to employees sick bank in same fashion as if he were sick. No more than two (2) personal days may be taken at one time.

H. Accumulated Sick Leave.

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

19. WORK SCHEDULE AND OVERTIME.

A. The Employer recognizes the present work schedule in effect at the time of the signing of this Agreement and will not change such schedule arbitrarily or capriciously except in emergency situations.

B. Under normal conditions, at least one F.O.P. uniform division supervisor shall be on duty on each of the three shifts.

C. If an overtime situation is created on a shift by an FOP member, an FOP member will be called in by the shift, by seniority (department seniority). If not filled by that shift, the off-scheduled FOP members will be called by seniority. If no officer fills the position, the working FOP will be called by seniority.

D. If an FOP member creates an overtime situation, an FOP member will be called in by the FOP procedure outlined in Step C, even if an FOP member is working.

E. Overtime shall be distributed as equitably as possible. For the purposes of this provision, divisions shall be:

1. The Detective Bureau Unit
2. The Uniform Unit.

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

F. All hours worked in excess of 8.0 hours per calendar day or in excess of the schedule will be paid at the premium rate specified in this Agreement, except that no overtime will be paid for deviation 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.

Any days worked on any regularly scheduled days off of the work schedule, excluding 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.

G. The work schedule as listed will not be changed or altered for the sole purpose of avoiding the payment of overtime hours, except where supervisors required to appear in court, liquor control boards or any other agency for purposes of testimony or to assist such courts or agencies and the officer agrees to such change.

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

20. LEAVE OF ABSENCE.

A. Educational Benefit.

Upon the City Manager's approval in advance of an employee's enrollment in a job-related course, the City will reimburse the employee his cost of tuition and books up to a maximum amount equal to the current tuition rate at Wayne State University per course, to the extent that such costs are not reimbursed to the employee from other sources of educational assistance.

In order to apply for tuition reimbursement, prior to starting the course the employee shall forward a letter and any requested documentation to the Chief of Police who shall review the request and forward his recommendation to the City Manager.

If approved, the employee shall submit a claim for reimbursement following completion of the course with the following documentation:

- 1) Receipt for tuition.
- 2) Receipt for books. Receipt must state books purchased.
- 3) Proof of Course Passage and Letter Grade.
- 4) Any other documentation so requested by the City.

Upon receipt of documentation, the City will reimburse the employee the lesser of (a) the actual cost of tuition and books or (2) the tuition rate at Wayne State University upon

attainment of a C or better grade in the course (Pass for Pass/Fail courses). If an employee attains a grade of "D", only fifty percent of the above reimbursement will apply. No reimbursement will be made for failed courses.

Failure to receive approval prior to enrolling for the course shall relieve the City of any responsibility to provide reimbursement to the employee under this Section.

For elective courses where an employee is enrolled in a degree program, the employee will be required to submit proof from the school, college or university that such an elective is necessary to fulfill the requirements of the degree. This proof shall take the form of a letter from the employee's advisor or dean that such elective is necessary.

An employee must remain in the employ of the City for a period of three (3) years following reimbursement. Should an employee leave the employ of the City within this three (3) year period, he or she will be required to return any reimbursement, in full, to the City. The City is hereby authorized to deduct any sums due under this Section from the employee's final paycheck.

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.

The City agrees to pay a member of the bargaining unit annual supplemental pay, on the following basis, for college credits toward a degree program in Law Enforcement:

<u>Semester Credit Hrs.</u>	<u>Quarter Credit Hrs.</u>	<u>Annual Payment</u>
30	45	\$200.00
60	90	300.00
90	135	400.00
Bachelor's Degree In Law Enforcement		500.00

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

B. Personal Reasons.

The Chief, in consulting 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:

1. 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.
2. Urgent personal business requiring employee's attention for an extended period such as settling estates, liquidating a business, running for a public or Union elective position.

C. Extended Leave.

If 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 two (2) 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.

D. Family Illness.

If a permanent employee has illness in his immediate family, defined in this case to include the parents, 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, or at the employee's request, use his personal sick bank in the same manner as though he or she was sick, not to exceed one (1) year.

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.

E. 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 up to 48 hours per unit to attend such conference and/or convention.

F. 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 and four (4) working days to attend a funeral beyond 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, brother-in-law, sister-in-law, or a member of the employee's household. 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 grandparent or his spouse's grandparent.

21. COMPENSATION FOR HOLIDAYS.

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

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

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

1/1 - New Year's Day
2/12 - Lincoln's Birthday
2/22 - Washington's Birthday
5/30 - Memorial Day
7/4 - Independence Day
1st Monday, September - Labor Day
11/11 - Veteran's Day

4th Thursday, November - Thanksgiving Day
Day After Thanksgiving Day
12/24 - Christmas Eve Day
12/25 - Christmas Day
12/31 - New Year's Eve Day
Employee's Birthday

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

22. WORKMEN'S COMPENSATION.

Section 1. It is agreed that any employee covered by this Agreement who is injured while working, and subsequently subject to the provision of the 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. The City Manager, may, at his/her discretion, extend the fifteen (15) weeks supplemental compensation, as provided above, for a period not to exceed a total of twenty-six (26) weeks.

Section 2. 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 credit, when combined with the Worker's Compensation benefits, shall not exceed the normal take-home pay as defined above.

Section 3. 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.

23. VACATION LEAVE.

A. Days.

Each employee is entitled 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 in (B).

Seniority as of January 1, 1985

One (1) year but less than five (5) years	-15 work days
Five (5) years but less than fifteen (15) years	-20 days
Fifteen (15) years or more	-25 days

Each employee may accumulate a maximum of thirty (30) vacation days to carry over to the next year.

For the purposes of this Section the cutoff date for use of accumulated vacation shall be March 31. 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.

Employees with over thirty (30) days accumulation carry over on January 1, 1980, may maintain that carry over for the duration of this contract.

B. Vacation Selection.

1. Vacation selection preferences will be given on the basis of rank and seniority within each shift in the uniform division.
2. Vacation selection will be given on the basis of rank and seniority within the detective division.
3. A lieutenant and a sergeant or corporal assigned to the same shift or the detective bureau will be allowed off at the same time with the police chief's permission. The parties agree to meet and confer during the duration of this agreement seek resolution to vacation scheduling problems.
4. Summer vacation periods shall be selected prior to June 1 on a seniority basis. Employees will normally be limited to the selection of three

(3) weeks of summer vacation during the months of June, July and August.

5. After June 1, summer vacation selection will be on a first come first serve basis.
6. Selection of winter vacation or furlough will be governed the same as for summer, however, the cutoff date will be October 1.
7. Individual vacation days may be taken with prior approval of the Chief of Police or his designee. Week vacation periods shall take precedence over lesser vacation periods regardless of seniority.
8. Employees separated from the City service shall paid at their normal salary rate for all of unused vacation as indicated above.
9. Accumulated vacation leave cannot be transferred from one employee to another employee.

C. Vacation Cancellation.

It is recognized by both the F.O.P. bargaining unit and the City that vacation selections can be cancelled voluntarily by the employee up until and during the employee's scheduled vacation. When it is necessary to cancel a vacation, the employee who cancels vacation would return to his regular assignment and the employee who was scheduled to work overtime in his place would be rescheduled and hold the City harmless from overtime loss.

24. PAY IN ADVANCE.

If a regular payday falls during an employee's vacation and he is to be on vacation for two (2) weeks or 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 Office for his check two (2) weeks before leaving if he desires to receive it in advance. The regular check and his advance check will be separate checks.

25. 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. Notice 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.

26. SHIFT PREMIUM.

A. An employee whose schedule calls for him to work the second shift will receive a premium rate of five (5%) percent in addition to his base rate.

B. An employee whose schedule calls for him to work the third shift will receive a premium rate of ten (10%) percent in addition to his base rate.

C. An employee assigned regularly to rotating shifts shall be paid at a shift premium rate equal to the average shift premium for the shifts through which he regularly rotates.

D. If an employee is reassigned from his regular rotation to a special assignment or detail, he shall be paid a shift premium for the shift worked provided that such reassignment lasts ten days or longer.

27. TRAINING ASSIGNMENTS.

Both the Employer and the Union recognize the value of on-th-job training. Such training is to be encouraged.

28. JURY DUTY.

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

29. SAFETY COMMITTEE.

The City agrees to establish a Departmental Safety Committee, composed of one member of the Bargaining Unit, one member of the Command and one representative from the City.

30. INSURANCE.

A. Hospitalization.

The City will provide health insurance coverage as follows:

BLUE CROSS-BLUE SHIELD, MVF-1, COMPREHENSIVE HOSPITAL Complete hospital care without any co-payment or deductible for semi-private room and necessary ancillary services for a period of 120 days (30 days for mental disorders or pulmonary TB). MVF-1 means the Michigan Variable Fee for the usual, customary and reasonable doctor charges for covered services. Benefits include surgery, anesthesia, OB

delivery, accidental injury first aid, diagnostic radiology, therapeutic radiology, consultation, technical surgical assistance, laboratory and pathology.

D45NM - Extends the number of hospital days above from 120 to 365 (from 30 to 45 days for mental disorders or pulmonary TB with a 60 day renewal).

FC - Provides family continuation coverage for dependent children ages 19-25, for an additional cost to subscriber of about one-half of the single person rate provided eligibility requirements are met.

SD - For additional cost to subscriber, enrolled sponsored dependents such as parents may have benefits similar to subscriber.

PRESCRIPTION DRUGS - Benefits are provided for all prescription drugs and also injectable insulin which may not require prescription, with \$2.00 co-payment.

FAE-RC - Provides coverage for life threatening medical emergencies and accidental injury as part of Emergency First Aid with the reasonable and customary fee per physician being provided.

VST - Covers voluntary sterilization of male or female when not medically necessary.

ML - Eliminates the first \$5.00 or 10% for diagnostic and therapeutic radiology and laboratory services.

MASTER MEDICAL SUPPLEMENTAL CERTIFICATE-CATASTROPHIC COVERAGE PLAN OPTION 4 - Covers allowable health care expenses

exceeding \$50 single, \$100 couple and family; 90% reimbursement except Private Duty Nursing and Psychiatric which is 75%.

COB-3 - Coordination of benefits against other group health coverage.

XF - Complements Medicare Part A by paying covered basic benefits in amounts which are not covered by Medicare benefits.

MMC-PO - Exclusion of prescription drugs from Master Medical (because of prescription rider on basic benefits).

SAT II - Covers Residential Substance Abuse Programs operated by hospitals subject to day and dollar amounts.

PD-MAC - Provides for use of generic equivalent drugs.

SOT-PE - Specific Organ Transplant; Transplants of human heart and lung, liver or pancreas.

RECIPROCITY - Plan will be honored by providers outside of Michigan.

The above descriptions are provided for reference purposes only. The actual benefits are subject to the standard provisions as set forth in the policy as issued by Blue Cross-Blue Shield and actual coverages and/or the honoring of claims is as determined by the provider.

In lieu of the above Blue Cross-Blue Shield coverage, the City will provide, at the employee's option, family membership in the Selectcare Health Plan.

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 equal insurance coverage is provided retiree by any other employer or through spouse.

B. Dental Insurance.

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

C. Life Insurance Coverage.

The Employer will provide life insurance coverage in the following amounts for each employee of the bargaining unit:

Lieutenants	\$40,000
Sergeants	36,500
Detective Sergeant	37,500
Corporal	34,000

The life insurance coverage for each employee will also contain a double indemnity provision for accidental death. The Employer will provide all premiums for a \$5,000 life insurance policy for each retiree of the bargaining unit.

After retirement, members will be permitted to remain in the group life insurance program and be allowed to purchase, within thirty (30) days of retirement, additional life insurance up to the amount of insurability at the time of retirement above the \$5,000 program that is provided by the City, with the officers paying the cost of the additional insurance.

D. Optical Insurance.

The City will pay the full costs of the Blue Cross-Blue Shield Optical Program.

31. PAY PERIOD.

All full time employees covered by this Agreement shall be paid in full bi-weekly. 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. The current method of paying overtime will remain in effect.

32. 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.

33. BONDS AND LIABILITY INSURANCE.

A. 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 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 cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

B. False Arrest Insurance.

The City will provide False Arrest Insurance for the employees.

34. EQUIPMENT, ACCIDENTS AND REPORTS.

A. An 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.

B. 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 operating 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.

C. 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.

35. UNIFORM ALLOWANCE.

A. Each employee shall receive a uniform cleaning and equipment maintenance allowance of \$575 annually. This amount is paid in recognition of the fact that there are costs involved for employees in wearing the clothing and insignia required to be worn while on duty. If an employee is off on sick leave, leave of absence, or workmen's compensation

absence for more than 120 consecutive calendar days, his clothing allowance shall be prorated for the time actually worked.

36. LONGEVITY.

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

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

37. PROMOTIONS.

Any position classified within the bargaining unit declared vacant by the Employer, shall be filled as soon as practicable in accordance with Civil Service Rules and Regulations.

38. POSITION SECURITY.

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

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.

39. CALL IN TIME.

A. Off-duty personnel who are called in to work shall be guaranteed a minimum of four (4) hours work, except as

provided in paragraph 43(b), at the premium rate and shall be called in according to the overtime distribution procedure as set forth in this Agreement, except for court connected duty.

B. Personnel called in for court connected duty shall be guaranteed minimum number of hours pay at the premium rates provided below:

1. Courts or hearings within boundaries of Harper Woods - 2 hours.
2. Courts or hearings outside Harper Woods except for circuit court - 3 hours.
3. Circuit Court - 4 hours.

40. ASSIGNING OF POLICE CARS/OFFICER PICKUP.

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. The practice of officers completing their shifts picking up those officers replacing them and then dropoff the off-going officer at home shall continue for those officers who continue to reside within the City limits of Harper Woods.

41. SWAP TIME.

The practice of "swapping time" shall be allowed to continue among members of this Association with the prior approval of the Chief of Police or his designee. On very rare occasions when swapping takes place among members of different ranks, this shall also require prior approval of the Chief of

Police or his designee who shall monitor this practice very carefully, though not in an arbitrary or capricious manner. The City will not be held financially responsible or otherwise responsible in the event any inequities arise between individual employees as a result of the swap time procedure.

42. PENSIONS.

A. The present plan will remain in effect. All employees will be eligible for retirement at age fifty-five (55) regardless of the years of service, or age fifty (50) after twenty-five (25) years of service, and will be subject to Employer Blue Cross-Blue Shield coverage as provided for in this Agreement.

Eligibility for retirement at age fifty (50) with twenty-five (25) years of service shall take effect December 1, 1984.

B. 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 provisions:

Section 2-816, Straight Life Pension...Upon his retirement as provided in this ordinance, a member shall receive a straight life pension hereinafter provided in this section, and he shall have the right to elect an option provided in Section 2-818 hereof...

1. 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 2.5% of his final average gross wages effective December 1, 1984. "Gross Wages" means all regular and overtime earnings, COLA, longevity, shift premium and accumulated vacation day payments. Gross wages does not include any allowances, bonuses, lump sum payoffs of accumulated sick days off or any other form of compensation under this contract. Final average gross wages are those gross wages paid a member during any period of three (3) consecutive years of credited service contained within ten (10) years of credited services immediately preceding termination of a member's contributions to the retirement system. In the event a member has less than three (3) years of credited service, a member's final average gross wages shall be the average of the member's annual gross wages during a member's total years of credited service. Employees' contribution to the retirement system shall be 6.35 percent of gross wages.

Subsection (b) of Section 2-816 is deleted and; Subsection (c) of Section 2-816 shall remain the same.

C. 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:

1. 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 (50%) percent of a straight life pension.
2. Should any member who has fifteen (15) or more years of credited 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.

D. The pension options provisions set forth in Section 2-818 of the 1963 Code of Ordinances for the City of Harper Woods shall be amended by the addition of the following paragraph:

Pop-Up Provision.

Commencing December 1, 1984, if after a member

elects pension Option A or Option B, his spouse, who has an insurable interest in his life, dies first, such member shall have the right to revert from the Option A or B to an actuarially equivalent straight life pension.

Annuity Withdrawal.

At the time of retirement, employees will have the option of an annuity withdrawal from their pension plan.

43. ADDITIONAL BENEFIT PAYMENT.

All additional benefits payments such as longevity, C.O.L.A., clothing allowances, educational benefits, sick time, advance vacation pay, shall be treated as separate checks for purposes of tax computation.

44. WAIVER CLAUSE.

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

45. SEPARABILITY AND SAVING CLAUSE.

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 circumstance 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, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article, section or rider.

46. MAINTENANCE OF STANDARD CLAUSE.

The City agrees that all conditions of employment relating to rates of pay, wages, wage supplements, hours of employment and working conditions 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 provisions for improvement is made elsewhere in this Agreement.

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.

47. RESIDENCY.

All members of this bargaining unit shall be residents of the City of Harper Woods. (City Charter, Section 6.9).

48. FOOD ALLOWANCE.

Effective December 31, 1984, the City shall reimburse an association member \$5.00 per meal should an association member be required to be outside the City, on City business, during a meal hour.

49. WAGE DIFFERENTIAL.

The wage differential between corporals, sergeants and lieutenants, and the base pay for a forty-two (42) month patrolman in the City of Harper Woods shall be as follows:

<u>Classification</u>	<u>Differential 1/1/87</u>	<u>Differential 1/1/88</u>
Lieutenant	26.8%	27.3%
Uniform Sergeant	16%	16.5%
Detective Sergeant	18.5%	19.0%
Corporal	7%	7.5%

See Wage Schedule in Appendix A.

50. COST OF LIVING ALLOWANCE.

The cost of living formula shall remain the same as in the past for 1987 and the first half of 1988. Effective July 1, 1988 cost of living payments are eliminated.

51. TERMINATION AND MODIFICATION CLAUSE.

This Agreement shall continue in full force and effect from its date of execution through December 31st, 1989.

This Agreement shall continue in effect for successive yearly periods after December 31, 1989 unless written notice is given by either the Fraternal Order of Police, State Labor Council or the City of Harper Woods, at least ninety (90) days prior to December 31st, of any anniversary date thereafter, of its

desire to modify, amend or terminate this Agreement.

Negotiations shall commence no later than sixty (60) days prior to expiration date of this contract. In the event that negotiations extend beyond the said expiration date of this Agreement, the terms and provisions of this Agreement shall remain in full force and effect pending agreement upon a new contract.

FRATERNAL ORDER OF POLICE

By: *Paul G. Garsini*

and

By: *James J. ...*

and

By: _____

CITY OF HARPER WOODS

By: *James R. Haley*
JAMES R. HALEY, Mayor

and

By: *Mickey D. Todd*
MICKEY D. TODD, City Clerk

APPROVED AS TO FORM:

J. Russell La Barge, Jr.
J. Russell La Barge, Jr., City Attorney

APPROVED AS TO CONTENT:

James E. Leidlein
James E. Leidlein, City Manager

CITY OF HARPER WOODS
AND
FRATERNAL ORDER OF POLICE
STATE LODGE OF MICHIGAN, LABOR COUNCIL
(COMMAND OFFICERS UNIT)

APPENDIX "A"
WAGE SCHEDULE

EFFECTIVE JANUARY 1, 1987

In lieu of a Wage Increase, all members of the bargaining unit will be paid a one-time \$850 Bonus.

EFFECTIVE JANUARY 1, 1988

LIEUTENANT	\$40,948.73 *
DETECTIVE SERGEANT	38,278.85 *
UNIFORM SERGEANT	37,474.68 *
CORPORAL	34,579.63 *

EFFECTIVE JULY 1, 1988

LIEUTENANT	\$41,358.22 *
DETECTIVE SERGEANT	38,661.65 *
UNIFORM SERGEANT	37,849.43 *
CORPORAL	34,925.43 *

EFFECTIVE JANUARY 1, 1989

LIEUTENANT	\$42,392.18 *
DETECTIVE SERGEANT	39,628.19 *
UNIFORM SERGEANT	38,795.67 *
CORPORAL	35,798.57 *

* WAGES AS STATED OR DIFFERENTIAL FROM ARTICLE 49 WHICHEVER IS
GREATER.