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COMMAND OFFICERS ASSOCIATION

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**CITY OF WALLED LAKE  
WALLED LAKE COMMAND OFFICERS ASSOCIATION  
COLLECTIVE BARGAINING AGREEMENT**

This Agreement is made and entered into on the \_\_\_ day of \_\_\_\_\_, 1997, by and between the City of Walled Lake, hereinafter referred to collectively as the "Employer", and the Michigan Association of Police on behalf of the Walled Lake Command Officer's Association, hereinafter known as the "WLCOA". It is the desire of both parties to this Agreement to continue to work harmoniously and to promote and maintain high standards between the employer and employees which will best serve the citizens of the City of Walled Lake.

**ARTICLE I - RECOGNITION**

The Employer recognizes the Michigan Association of Police as the exclusive representative of the full-time Command Officers above the rank of Patrolman and the Administrative Assistant, excluding the Chief of Police, Auxiliary Officers and any non-police personnel in the City of Walled Lake Police Department for the purpose of collective bargaining with respect to rates of pay, salaries, hours of employment, and other conditions of employment, in the following bargaining unit for which it has been certified and in which the Michigan Association of Police is recognized as collective bargaining representative, subject to and in accordance with, the provisions of Act 336 of the Public Acts of 1947, as amended.

**ARTICLE II - NO-DISCRIMINATION**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or disability. The WLCOA shall share equally with the City, the responsibility for applying this provision of this Agreement.

Any matter in which a civil remedy is pursued by a grievant, at law or in equity, in any state or federal court, or administrative agency, involving issues claimed or raised in a grievance shall not be subject to arbitration unless a court of competent jurisdiction rules that the grievant must first exhaust his/her administrative remedies.

**ARTICLE III - MANAGEMENT RESPONSIBILITY**

The right to hire, promote, discharge, or discipline, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except the WLCOA members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operations are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this Agreement. All rights and responsibilities of the Employer are subject to the rights provided to the Union and employees which emanate from the language of this agreement.

**ARTICLE IV - SENIORITY**

4.1 Seniority is defined as the employee's continuous active employment with the Department.

An employee will not accrue seniority while on layoff or on any approved leave of absence except for the first thirty (30) days of an approved leave of absence excluding duty disability.

- 4.2 An employee will be terminated and lose his seniority for the following reasons:
- A. If the employee resigns or retires.
  - B. If the employee is discharged and not reinstated.
  - C. Is absent without a reasonable excuse acceptable to the City for three (3) consecutive working days and without notice to the City of such excuse within three (3) days or a reasonable excuse for failing to so notify the City within the three (3) days.
  - D. If the employee does not return to work when recalled from layoff.
  - E. If the employee does not return to work at the end of an approved leave.
  - F. Is laid off for a period of more than one (1) year.
- 4.3 It shall be the responsibility of each employee to notify the City Clerk's Office of any change of address or telephone number within five (5) calendar days. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with layoffs, recalls, or other notices to the employee.
- 4.4 **SHIFT SCHEDULING.** Once the Chief of Police has determined the manpower requirements for each shift, members of the bargaining unit shall have the right to select the shift they wish to work on the basis of seniority within rank. Shift selection shall be made on a semi-annual basis with the most senior member having first choice of shifts. Shift preference for the period January through June shall be made by December 1st. Shift preference for the period July through December shall be made by June 1st.
- The Chief of Police may, for good cause demonstrated, abrogate shift selection by seniority for a member of the bargaining unit for any six-month period provided that his decision shall not be retaliatory, arbitrary and/or capricious. Such decision may be appealed through the grievance procedure.

#### ARTICLE V - DUES CHECK-OFF

- 5.1 The Employer agrees to deduct the WLCOA membership initiation fees and dues once each month, from the pay of those Supervisors who individually authorize in writing that such deductions shall be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the local treasurer, within fourteen (14) days after the deductions have been made.
- 5.2 A Supervisor shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. Any Supervisor may voluntarily cancel or revoke the authorization for check-off deductions upon written notice to the Employer and the WLCOA fifteen (15) days prior to the expiration of the Agreement.

Any employee of the City who is covered by this Agreement who is not a member of the Union and who does not

make application for membership shall as a condition of employment, pay to the Union each month a service fee as a contribution toward the administration of this Agreement in an amount equal to the regular monthly union membership dues.

In the event an employee refuses to meet his obligation to pay either union dues or a service fee as set forth above, the Union shall notify the employee, in writing with a copy to the City, of its intent to seek the suspension of the employee. Such notice must be provided at least fourteen (14) days prior to the suspension.

Upon written notice from the Union to the City that an employee has failed, neglected or refused to tender dues or service charges to the Union, the City shall immediately suspend employee without pay for a period not to exceed fifteen (15) days. If the employee has not made all required payments to the Union within the fifteen (15) day period of suspension, the City shall immediately thereafter terminate that employee's employment with the City. The employee shall have no right to the grievance procedure under this provision.

- 5.3 The WLCOA will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken by the Employer for the purpose of complying with this Section. All claims must be submitted to the City Manager within fifteen (15) days or the error will stand.

#### ARTICLE VI - BASIS OF REPRESENTATION

- 6.1 There shall be one supervisor chosen by the WLCOA to act as representative for the group in matters of adjusting grievances, and another selected as an alternate. A letter informing the City of these representatives will be given to the City upon selection by the WLCOA. The WLCOA will act as a Committee to discuss with the City, any possible future grievances or adjusting any pending grievances.
- 6.2 A Committee of one representative of the WLCOA and the Police Chief will be established to review possible alternative work schedules for possible implementation.
- 6.3 If a member is selected to service as an Executive Officer of the Michigan Association of Police (President, Vice-President, Secretary, Treasurer), the member shall be granted three (3) additional personal business days for conducting Union business.

#### ARTICLE VII - DUTY-CONNECTED DISABILITY

An employee who is disabled and unable to work because of a duty-connected illness or injury shall be entitled to receive one hundred (100%) percent of his regular pay, excluding deductions for Federal Income Tax, State of Michigan Income Tax, Federal Insurance Act/FICA and Medicare, to include sums received by way of weekly benefits under Michigan Workers' Compensation Law, or any other disability income insurance program available to the employee, through a benefit from the Employer, for the period of his disability but not to exceed one (1) year from the date of illness or injury.

If an employee is disabled longer than one (1) year, he shall be entitled to receive whatever weekly benefits are available under Michigan Workers' Compensation Law, Social Security and/or the MERS retirement plan, but not to exceed one hundred (100%) percent of his regular pay at the time of disability. Health insurance benefits at the same level of coverage in effect at the time of disability will be continued until such time as employee would have been eligible for normal retirement under terms of this contract. At that time, the regular stipend amounts would apply.

If any Workers' Compensation payments are received by an employee for a period for which the employee received sick leave payments without deduction for Workers' Compensation, the employee shall refund to the City the Workers' Compensation benefits for such period.

### ARTICLE VIII - FUNERAL LEAVE

In cases of a death occurring in the employee's immediate family requiring his absence and during a duty period, the employee will be granted a leave of absence with pay for such period not to exceed six (6) continuous days, one day of which shall be the day of the funeral, as will be necessary in the particular circumstances. Employees may request an unpaid leave of absence for a death in the immediate family. The grant of any such leave and the amount thereof shall be determined by the Police Chief.

Immediate family is defined as follows:

1. Employees' wife, husband
2. Child, brother or sister
3. Parent, Grandmother or Grandfather
4. Any relative living in the employee's household.
5. Mother-in-Law and/or Father-in-Law
6. Step-parents and step-children

Supervisors may request an unpaid leave of absence for a death in the immediate family. The grant of any such unpaid leave and the amount thereof shall be determined by the Police Chief.

The Chief of Police, in his sole discretion, may grant funeral leave upon the death of persons who are not immediate family upon the specific circumstances of the request from the employee.

### ARTICLE IX - VACATIONS

Supervisors will take vacations subject to the Chief of Police's approval in conjunction with the individual Supervisor's responsibility and available vacation time accrued. Supervisors will see that their area of responsibility is covered adequately prior to taking vacation. Supervisors shall not be discriminated against in this area, and will be expected to take their allotment of vacation during each twelve (12) month period from anniversary date to anniversary date.

Maximum allowable vacation days are as follows:

1 Year but under 4 Years	10 days
4 Years but under 9 Years	15 days
9 Years and Over	20 days

- 9.1 Supervisors must take all of their earned vacation during each twelve (12) month period from anniversary date to anniversary date. Any vacation time not so taken will be forfeited and shall not be accumulated. This provision is subject to the provisions of City Council Policy #18 dated November 19, 1985.

### ARTICLE X - HOLIDAYS

- 10.1 The following days shall be considered recognized and observed paid holidays:

HOLIDAY

DAY OF THE YEAR

- |    |                        |                       |
|----|------------------------|-----------------------|
| 1. | Fourth of July         | New Year's Day        |
| 2. | Labor Day              | Lincoln's Birthday    |
| 3. | Thanksgiving Day       | Washington's Birthday |
| 4. | Day After Thanksgiving | Employee's Birthday   |
| 5. | December 24th          | Columbus Day          |
| 6. | Christmas              | Memorial Day          |
| 7. | New Year's Eve         | Veteran's Day         |

- 10.2 To be eligible for holiday pay, the Supervisor must work his scheduled day prior to the holiday and after the holiday, except that Supervisors on vacation or approved sick leave shall qualify for holiday pay. Holiday payment will be made during the last pay period of November.

To be eligible for holiday pay, the Supervisor shall have been employed by the City during the full holiday period from December 24th through the day after Thanksgiving. New employees will be paid only for the number of holidays actually accrued during the period of employment and in accordance with other sections of this contract.

ARTICLE XI - SICK LEAVE

- 11.1 Each Supervisor shall be credited with his accumulated sick leave time shown on the records of the City on July 1, 1986, and will be credited with one (1) day per month thereafter, but accumulation of sick leave days cannot exceed a total of 100 days. Any sick leave days accumulated and earned after July 1, 1986, over the 100-day limit will be paid the first pay period of July.

If an employee is absent due to sickness or injury for three (3) or more consecutive days and does not provide a "return to work" authorization from a doctor, the City may require the employee to be examined by a doctor of the City's choice prior to the employee returning to work and the City will pay the cost of said examination.

- 11.2 Current Supervisors will receive one hundred (100%) percent of accumulated sick leave upon retirement or death. This section applies to employees hired prior to December 7, 1994. In the event of death, the amount shall be paid to the Supervisors designated beneficiary.
- 11.3 Supervisors shall be entitled to absence without loss of pay for sickness or other good cause upon request by the Supervisor. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when personal illness or injury prevents the employee from performing his assigned tasks or illness of members of the immediate family residing in the employee's residence.
- 11.4 In order to be eligible for compensation while on sick leave, the employee must be at his residence, at a hospital, at a physician's office, or receiving or obtaining treatment.

This provision is subject to the understanding that if an employee suffers from a continued mental or physical condition which prevents the employee from performing his/her normal job duties, the employee will be exempt from the requirements of this provision, provided that the employee must submit supporting medical evidence in advance and the City physician must concur in the determination that the employee is unable to perform his/her normal job duties. Any difference of opinion between the employee's physician and the City's physician shall be

resolved by the opinion of a third physician who is selected by concurrence of the City's physician and the employee's physician. The City and the employee shall split cost of the third physician and his opinion shall be binding on the City and the employee.

**ARTICLE XII - LONGEVITY PAY**

In addition to the pay provided above, the Supervisor shall receive on the first pay period after his employment anniversary date, a sum equal to the percentage of his actual base pay for the year ending on his anniversary date. Employees hired after September 1, 1994 will not receive longevity pay until they reach five years seniority.

<u>SENIORITY</u> <u>PRIOR TO 9-1-94</u>	<u>PERCENTAGE OF ANNUAL PAY</u>	<u>SENIORITY</u> <u>AFTER 9-1-94</u>	<u>PERCENTAGE OF PAY</u>
Less than 3 Years	None	Less than 5 Years	None
3 Years but less than 10 Years	3%	5 Years but less than 10 Years	3%
10 Years but less than 15 Years	4%	10 Years but less than 15 Years	4%
15 Years or More	5%	15 Years of More	5%

**ARTICLE XIII - UNIFORM ALLOWANCE**

Supervisors shall receive a uniform allowance of \$600 for the year 1996-97 and \$750 per year thereafter. The cost of any changes in the uniform, which changes are directed by the City, will be at the expense of the City, without deduction from the employees' uniform allowance. The cost of changes in the uniform which are recommended by the Uniform Committee and adopted by the City shall be deducted from the employee's uniform allowance. If, at the end of any fiscal year, any Supervisor has not exceeded his clothing allowance, the balance remaining in his account, but not exceeding \$200.00, may be used to reimburse him for the expense of cleaning his uniforms during the fiscal year, provided he shall submit bills supporting his claim for cleaning reimbursement. All uniforms and equipment remain the property of the City.

**ARTICLE XIV - RETIREMENT**

Effective January 1, 1995, the City shall provide the Walled Lake Command Officers represented by the Michigan Association of Police the Michigan Municipal Employees Retirement System (MERS) Plan B-3, with an unreduced retirement allowance at age 55 with 25 years of service to the City of Walled Lake, based upon the following terms and conditions:

- A. Effective January 1, 1995, all Supervisors shall contribute four and one-half percent (4.50%) of their wages paid (exclusive of any annual sick leave pay-out) toward the cost of this pension plan. These payments will be made by payroll deduction, and shall be authorized on forms provided by the City and signed by the Supervisor.
- B. The City will offer the MERS E-2 cost-of-living option to any Supervisor who (1) on January 1, 1995 is at least 55 years of age and who has 25 years of service with the City, (2) signs, and does not revoke, the attached Retirement Agreement, and (3) retires from his employment with the City, effective between January 1, 1995 and May 31, 1995.



- C. Each and every Supervisor who, on January 1, 1995 is at least 55 years of age and who has 25 years of service with the City must retire from his employment with the City, effective between January 1, 1995 and May 31, 1995, and must sign and not revoke the Retirement Agreement attached hereto.
- D. The Michigan Association of Police shall seek no further changes, in collective bargaining or otherwise, in the pension plan provided hereunder or under successor collective bargaining agreements, before July 1, 2004. This shall not preclude the Michigan Association of Police from commencing negotiations before that date regarding further changes in the pension plan to be effective after July 1, 2004, nor shall it preclude the parties from mutually agreeing to modify the pension plan.

In the event that each and every one of these conditions are not met, Article XIV of the July 1, 1989 to June 30, 1994 collective bargaining agreement between the parties shall remain in full force and effect in the parties' collective bargaining agreement commencing July 1, 1994 until June 30, 1996 at which time the parties are free to negotiate a successor collective bargaining agreement.

Subject to the (a) provisions of Article XIV of the collective bargaining agreement, (b) the provisions of the contract(s) between the City of Walled Lake (hereinafter "the City") and the American United Life Insurance Company and (c) the provisions of the American United Life Insurance Company Prototype Money Purchase Pension Plan and Trust (Basic Plan Document Number 2), the administrative fees of the money purchase pension plan will be paid as in the past.

Upon retirement, the City shall present an employee with his/her duty weapon, retired police officer's badge and identification and pay the cost of the retiree's first C.C.W. permit.

#### ARTICLE XV - BENEFITS

- 15.1 MEDICAL-HOSPITALIZATION: The City shall provide for each Supervisor and his family, Blue Cross/Blue Shield MVF-I coverage with master Medical Blue Cross/Blue Shield coverage, including chiropractic care or equivalent thereof.
- 15.2 PRESCRIPTION DRUG PROGRAM: The City shall provide Michigan Blue Cross/Blue Shield Preferred RX Prescription Program benefits or the equivalent thereof, covering the employee and the members of his immediate family, but not including family continuation service, under the FC Rider with \$3.00 deductible per prescription.
- 15.3 VISION CARE PLAN: The City shall provide Michigan Blue Cross/Blue Shield Vision Care Plan VAC 80 covering the employee and the members of his immediate family, but not including family continuation service.
- 15.4 Effective July 1, 1990, the City will establish a fund for the purpose of paying a health insurance premium stipend as set forth herein, for eligible retirees in good standing under the City's retirement system and (a) who are at least fifty-five (55) years of age; and (b) who have a least twenty-five (25) years of seniority in the City's Police Department on the date of retirement
  - A. The level of coverage provided shall be as that then provided to employees.
  - B. The City's stipend payment will be made for the eligible employee and his/her lawful spouse, from the date the employee is first eligible under this article until the date the payments cease under the MERS Pension Plan.
  - C. There shall be a coordination of benefits with any other health insurance acquired from a source other than

employment held by the retiree or the retiree's spouse. The City's insurance plan shall be considered the secondary insurance.

- D. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program). The sole obligation of the City is to contribute to the cost of premium payments as set forth herein. Eligibility, coverage, and benefits under the above insurance plan are subject to the terms and conditions, including any waiting period or other time limits, contained in the contracts between the City and the carrier.
- E. Any funds established by the City shall be vested in the City, and no employee covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers.
- F. The City's payment for the eligible retirees health insurance premium under this Article is limited to Three Hundred Dollars (\$300) per month until employee reaches age sixty-five (65) when Medicare is available and then revert to One Hundred Fifty Dollars (\$150).
- G. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree or spouse, is actively employed by another Employer and covered by his/her employer's health insurance program.
- H. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement.

- 15.5 Upon retirement under Article XIV, Retirement, an employee may, upon approval of the insurance carrier, participate in the Medical-Hospitalization and Prescription Drug Program for the retiree and family at the then prevailing group rate by depositing the monthly premium one (1) month in advance with the City Treasurer. This provision is subject to the terms and conditions specified by the insurance carrier.
- 15.6 DENTAL PROGRAM: The City shall provide the Comprehensive Preferred Dental Plan CR 20-20-20, OS-50, MBL \$1,000 for each Supervisor and member of his immediate family as defined in the program or the equivalent thereof.
- 15.7 LIFE INSURANCE: Each full-time Supervisor who qualifies shall receive a life insurance benefit to which he is entitled under the City's present insurance program. Effective May 1, 1983, the amount of life insurance will be 1.25 times the employee's annual salary, rounded to the nearest \$1,000, plus \$5,000 to a maximum of \$70,000.
- 15.8 UNEMPLOYMENT INSURANCE: The City will provide unemployment insurance for members of this bargaining unit in accordance with the Michigan Employment Security Commission Act or applicable City Ordinance.
- 15.9 FALSE ARREST INSURANCE: The Employer shall provide to the employee covered by this agreement, a policy of false arrest insurance. The premiums of such insurance will be paid by the City.
- 15.10 SICK AND ACCIDENT INSURANCE: The City will provide coverage for loss of income due to sickness and accident based upon the following:

Short-term Disability: Seventy (70%) percent of weekly earnings to a maximum of one hundred fifty (\$150.00) dollars per week less any amounts received or are entitled to under the mandatory portion of any "no-fault" motor vehicle plan and/or any state compulsory benefit act or law. Benefits begin the 1st day of injury or the 8th day of sickness. Benefits are payable for 13 weeks.

Long-term Disability: Sixty (60%) percent of basic monthly earnings not to exceed two thousand (\$2,000.00) dollars, less any other income benefits. Minimum benefit is the greater of one hundred (\$100.00) dollars to ten (10%) percent of the monthly benefit before deductions for other income benefits. Benefits begin after ninety (90) days and would continue for a maximum of sixty (60) months thereafter.

If after the first ninety (90) days of sickness or injury, the employee still has accumulated sick leave, the City shall continue to pay to the sick or injured employee a sum, which when added to his benefits under the sickness and accident policy, will equal his regular weekly take home pay on the basis of his average standard workweek, exclusive of overtime, at the time of injury.

Payments by the City shall be charged against the employee's accumulated sick leave, which shall be used up based upon the actual ratio of the City's contribution to full pay. After the exhaustion of sick leave credits, further payments shall consist only of benefits under the sick and accident indemnity policy. This section does not apply to compensable sickness or accident which are provided for under Section 9.8 of this contract.

15.11 Eligibility coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits contained in the contract between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. The City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction in benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the supervisor and the insurance carrier shall not be subject to the Grievance Procedure.

15.12 Supervisors who voluntarily opt out of the City's Blue Cross/Blue Shield or Health Alliance Plan Health and/or Dental Insurance coverages will be eligible for a stipend payable on the 15th day of the month. The stipend shall be computed on the basis of one-half (1/2) of the monthly premium for the Supervisor for the preceding month, provided the Supervisor declines such coverage for the entire preceding month. The type of coverage utilized for this computation will be the type of coverage (i.e., Blue Cross/Blue Shield or Health Alliance Plan) provided to the Supervisor on December 1, 1990. For those Supervisors who first become eligible for health insurance coverage after December 1, 1990, the type of coverage utilized for this computation will be the type of coverage offered by the City carrying the lowest premium at the time the calculation is made.

To be eligible for the stipend, the Supervisor must provide proof of health insurance from another source, and sign an insurance waiver provided by the City. The Supervisor may resume coverage under the City's insurance subject to the approval of the insurance carrier.

15.13 The City agrees to provide flu and tetanus shots during the month of October for all employees who desire such shots without cost to the employee. These shots must be taken under normal health insurance coverage. City will pay any deductible, if necessary.

15.14 CONTINUED EDUCATION PROGRAM. In order to maintain a professional department, the City promotes policies and programs designed to provide training for Supervisors to enable them to better service the community.

This tuition reimbursement policy for Command bargaining unit members has been developed for those members who wish to pursue the completion of a four (4) year undergraduate college degree program in Law Enforcement, Criminal Justice, and Fire Sciences, whereby the City will pay One Hundred (100%) percent of the cost of tuition and registration fees as outlined below. The City will pay fifty (50%) percent of the cost of tuition and registration fees for those employees who wish to pursue a Masters Degree in the same fields

To the extent possible, the City agrees to send Supervisors to the various Police Schools.

Tuition paid by officers to Michigan colleges or universities for courses in the fields of Law Enforcement, Criminal Justice, Fire Sciences and Public Administration will be reimbursed by the City, subject to the following limitations:

1. That the City will pay for One Hundred (100%) percent of the cost of tuition and registration fees for undergraduate classes and fifty (50%) for master classes. The employee will also be responsible for purchase of textbooks, lab fees and related materials. Furthermore, employee must prior to requesting reimbursement, complete the City tuition reimbursement application form for cost approval and tuition payment.
2. Reimbursement is available only to candidates for completion of undergraduate and/or masters Criminal Justice, Law Enforcement, Fire Science or Public Administration degrees.
3. Both schools and course must be approved in writing by the City Manager prior to enrollment. Approval shall not be unreasonably withheld.
4. The Supervisor must achieve a grade of "C" or better (or its numerical equivalent, if letter grades are not in use), to be entitled to reimbursement of tuition.
5. Undergraduate Degree: An employee who leaves the employment of the City within two years of receiving reimbursement for tuition and fees must repay such reimbursement to the City.

Masters Degree: An employee who leaves the employment of the City within two years of receiving reimbursement for tuition and fees must repay such reimbursement to the City.

#### ARTICLE XVI - PERSONAL BUSINESS DAYS

An employee shall be entitled to absence without loss of pay for personal business, not to exceed four (4) days in each fiscal year. Except in cases of extreme emergency, forty-eight (48) hours advanced notice shall be given by the Supervisor to the Chief of Police. Unused personal business days shall be added to the employee's accumulated sick leave at the end of the fiscal year, subject to the limitations upon accumulation set forth in Article XI. The scheduling of the personal leave day must be approved by the Department Head.

Such personal days shall not be considered as extensions of vacation or sick time. Such personal days shall not be taken in conjunction or consecutively with an established City holiday. Such personal days are to be taken for such matters as observance of religious holidays, doctor's appointments, or other essential personal business. The scheduling or taking of a personal business day shall not cause the payment of overtime, and the personal business day shall not be scheduled if it will result in any overtime payment.

## ARTICLE XVII - DISCIPLINARY PROCEDURE, DISCHARGE AND DISCIPLINE

If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

- 17.1 **CAUSE FOR DISCIPLINE OR DISCHARGE:** No supervisor shall be disciplined or discharged except for just cause.

Discharge and/or discipline shall be the responsibility of the Department Head or his designee.

While it is not possible to detail in this Agreement specific discipline for every contingency, it is understood that discipline imposed shall be reasonable, and that an employee shall not be discharged, except in extreme cases, unless there have been several previous offenses for which discipline or warnings have been imposed.

- 17.2 In the event that the Chief of Police determines that disciplinary action may be necessary, the employee and the Union will be notified. The employee will be notified of the nature of the charges and be provided the opportunity to explain his position. A representative of the Union may be present.
- 17.3 **PAST INFRACTION:** In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than two (2) years previously, unless such prior infractions resulted in suspension of the Supervisor at the time or unless the discipline imposed at the time involved a period of probation extending more than a period of two (2) years.
- 17.4 **NOTIFICATION OF DISCIPLINE OR DISCHARGE:** When any Supervisor is discharged or suspended, the City shall notify the MAP Representative in writing of said action taken. Said notification is to be delivered to the Representative within five (5) working days after imposition of said discharge or discipline.
- 17.5 **EMPLOYEE'S RIGHTS:** The discharged or disciplined Supervisor will be allowed to discuss the discharge or suspension with the Representative within five (5) working days after the effective date of such action taken and the City will make available an area where he may do so before he is required to leave the property of the City. Upon request, the Department Head will discuss the discharge or discipline with the employee and the Representative.
- 17.6 **APPEALS FROM DISCHARGE OR DISCIPLINE:** Should the discharged or disciplined Supervisor or the WLCOA consider the discharge or discipline to be improper, a complaint shall be presented in writing, through the Representative, to the Department Head within ten (10) regularly scheduled working days after notice to the Representative under Section 4. The Department Head will review the discharge or discipline and answer the complaint in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the WLCOA, the question of discharge or discipline may be appealed within five (5) regularly scheduled working days thereafter to the City Manager, who shall, within five (5) regularly scheduled working days thereafter, grant a hearing to the WLCOA, review the complaint and answer thereto, hear such other testimony, or examine other evidence which is relevant to the discharge or discipline, and within five (5) working days after the hearing, shall uphold, reverse, or modify the discharge or discipline in writing.

Upon request, the City shall provide copies of all documents, statements, audio tapes, video tapes, etc. upon which the City relied to make any decision to discipline or discharge the employee.

- 17.7 **ARBITRATION:** If the WLCOA is dissatisfied with the decision of the City Manager on the question of the discharge or discipline, within thirty (30) days thereafter, the WLCOA may demand arbitration in accordance with

Article XVIII, Section 7 of this Agreement. In reviewing the discharge or discipline, the Arbitrator shall apply the principles set forth in Article XVII, Section 1 and 3, and may reverse or modify the discharge or discipline only if he finds that the discharge or discipline was not imposed in accordance with such principles.

- 17.8 TIME LIMITS: The time limits set forth in this Article may be extended by mutual agreement, in writing, by the City and the WLCOA.

### ARTICLE XVIII - GRIEVANCE PROCEDURE

Every reasonable effort shall be made by the parties involved to arrive at a fair and equitable settlement of every grievance without resorting to the Grievance Procedure. If that is found to be impossible, the matter may be submitted to the Grievance Procedure in accordance with the terms of this Agreement.

- 18.1 SAVINGS CLAUSE: Nothing in this article shall prevent any individual Supervisor or the WLCOA from exercising the rights granted in Act 336 of the Public Acts of 1947, as amended.
- 18.2 DEFINITION OF A GRIEVANCE: For the purpose of this contract, a grievance is defined as an alleged violation of this Agreement. Grievances involving the discharge or discipline of a Supervisor shall be processed under Article XVII of this Agreement.
- 18.3 GRIEVANCE PROCEDURE: The Employer and the WLCOA support and subscribe to an orderly method of adjusting grievances. To this end, the Employer and the WLCOA agree that a Supervisor should first bring his problem to the attention of the Chief of Police without his Representative, and attempt to resolve the grievance informally.

The following procedure shall be allowed to present a grievance to the City.

- A. The employee or the Union shall present the grievance in writing to the Chief of Police within fifteen (15) regularly scheduled working days of the event, or knowledge of the event, which gave rise to the grievance.
- B. A grievance shall be answered in writing by the Chief of Police within five (5) regularly scheduled working days after the grievance is presented to him.
- C. If no further action is taken within five (5) days after service of the written answer upon the Supervisor or Representative, the answer will be considered accepted and no further action may be taken upon the grievance.
- D. If the decision is not satisfactory to the WLCOA, a hearing before the City Manager may be requested within fifteen (15) regularly scheduled working days thereafter, by written notice to the City Manager, who shall, within fifteen (15) regularly scheduled working days thereafter, grant a hearing to the WLCOA, review the grievance and answer thereto, hear such other testimony or examine other evidence which is relevant thereto, and within fifteen (15) regularly scheduled working days thereafter the hearing, shall uphold, reverse, or modify the City's answer to the grievance in writing.
- 18.4 WITHDRAWAL OF A GRIEVANCE: A grievance may be withdrawn by the Supervisor or the Representative, but if withdrawn, it shall not be reinstated. The notice of grievance withdrawal shall be submitted to the Chief of Police in writing.

- 18.5 TIME LIMITS: Any grievance not submitted in writing within the time periods provided, shall be considered waived or, if not resubmitted after one of the answers provided, shall be considered resolved by the answer.
- 18.6 CLAIMS FOR BACK WAGES: No claim for back wages involved in any grievance shall exceed the amount of wages the employee would have otherwise earned.
- 18.7 If the matter cannot be resolved by the parties as set forth in Section 3 above, the matter may be submitted to arbitration within thirty (30) days thereafter. This time limit may be extended by mutual agreement.

The arbitration shall be conducted in accordance with the rules, regulations and procedures of the American Arbitration Association.

The arbitrator may not add to, subtract from, change or amend any terms of this Agreement and shall only concern himself with the interpretation and application of the terms of this Agreement.

The decision of the arbitrator, within his authority, shall be final and binding upon all parties.

The expense of the arbitrator shall be borne equally by the parties to this Agreement.

- 18.8 REGULAR WORK DAYS: The following are to be considered "regularly scheduled working days" for grievance processing: Monday through and including Friday. Saturday, Sunday and Holidays are not to be considered regular working days for grievance processing.
- 18.9 The sole remedy available to any Supervisor for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if a Supervisor elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

#### ARTICLE XIX - SALARIES

For the purpose of salaries, it is agreed by the City that the following salary schedule shall prevail:

	<u>SERGEANT</u>	<u>ADMINISTRATIVE ASSISTANT</u>
July 1, 1996	44,114	31,000
January 1, 1997	44,996	31,000
July 1, 1997	46,346	31,930
January 1, 1998	47,273	32,569
July 1, 1998	48,218	33,220
January 1, 1999	49,183	33,884
July 1, 1999	50,166	34,562
January 1, 2000	51,421	35,426

## ARTICLE XX - OVERTIME

- 20.1 If a Supervisor is required by the Chief of Police to work longer than eight (8) hours on any regular working day, he will be eligible for compensation at an hourly rate equal to one and one-half (1-1/2) times his normal hourly rate.
- In the event that the Supervisor is called back for duty by the Chief of Police or the Department at a time he would not normally be on duty, he shall be paid time and one-half for all hours worked and straight time for the time between hours worked and a four (4) hour minimum. Example: If an employee is called in and works ten (10) minutes, the employee will be paid ten (10) minutes at time and one-half and three (3) hours and 50 at straight time. The parties also agree that a "call-in" or "call-back" does not include any incident whereby the Supervisor is required to respond to a telephone call from the department or a representative of the Employer. When this occurs the employee will be paid time and one-half for the actual time worked with no minimum. The City agrees to instruct its employees to keep such occurrences to a minimum and only under circumstances wherein the contact with the Supervisor cannot wait until the Supervisor next reports to work.
- 20.2 COURT APPEARANCES: In the event a Supervisor shall be required to appear in court during off-duty hours, the Supervisor shall be paid time and one-half for all hours worked with a four (4) hour minimum. Example: a Supervisor works two (2) hours or less, the Supervisor shall be paid two (2) hours at time and one-half and two (2) hours at straight time. In the event that the Supervisor works between two (2) hours and four (4) hours, the Supervisor shall be paid time and one-half for all hours worked and straight time for the remainder of the four (4) hour minimum. In the event that a Supervisor is ordered by a Court to stand by for purposes of a court appearance, and does not actually appear in court on that day, he shall be compensated at time and one-half for two (2) hours.
- 20.4 The City will make a good faith effort to equalize overtime on an annual basis among each of the Supervisor personnel in the Department. This provision will not apply to Court Time.
- 20.5 In lieu of pay for overtime set forth in Section 1, an employee may request credit for compensatory time off. All requests for compensatory time off credit will be submitted in writing to the City Manager's Office for his review and approval. Upon the City manager's written approval, such compensatory time off shall be computed at one and one-half (1-1/2) hours for each hour worked by the employee on an overtime basis. Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours outstanding at any time. Compensatory time may be taken upon advance approval of the City. Election for compensatory time must be initiated within the pay period it is earned. Compensatory time is subject to City of Walled Lake - Administrative Policy #9, dated April 6, 1982 and City of Walled Lake City Council Policies Nos. 26 and 24, as amended by the Walled Lake City Council on August 20, 1991.
- 20.6 Overtime will be permitted only when authorized by the City.

## ARTICLE XXI - GENERAL CONDITIONS

- 21.1 RE-EMPLOYMENT RIGHTS: The re-employment rights of Supervisors who are veterans will be limited by applicable laws and regulations.
- 21.2 ESTABLISHMENT OF JOB CLASSIFICATIONS: When a new job is placed into existence (such as Detective Sergeant and/or Lieutenant), the WLCOA will be notified in writing, the City will, after written notice to the WLCOA, establish a rate of pay for the new classification, which shall be considered temporary for a period of thirty (30) days following notification to the WLCOA. During this period, the WLCOA may request, in writing, a



meeting with the City to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactively to the first day the Supervisor began work on the job unless otherwise agreed to. If no written request is filed within thirty (30) days, the rate shall become permanent at the end of the such period. In the event the parties are unable to agree upon the new salary rate, the matter may be submitted as a grievance under the Grievance Procedure within forty-five (45) days after the date on which the City notified the WLCOA of the change.

- 21.3 **REVOLVER AND AMMUNITION:** The City will furnish each Supervisor with a Department standard issue firearm and replacement ammunition as used in the course of their employment, and approved by the Chief of Police. It is understood that the weapons and ammunition remain the property of the City and will be registered by and to the City. The Supervisor shall reimburse the City for any negligent loss or damage to the weapons by the individual assigned to that weapon.
- 21.4 **LICENSE SUSPENDED OR REVOKED:** It is agreed that the members of the WLCOA may be summarily suspended without pay if such members right to operate a motor vehicle in the State of Michigan is suspended, revoked or renewal is denied by the Secretary of State.
- 21.5 **REFERENCE TO EMPLOYEES TO MEAN BOTH SEXES:** All references to employees in this Agreement designate both sexes and whenever the male gender is used, it shall be construed to include male and female Supervisors.
- 21.6 The City may require the Supervisor to submit to physical and mental tests and examinations by the City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable workforce, employee health and safety, etc., provided, however, that the City will pay for the costs of such tests and examinations.
- 21.7 The City shall establish a Critical Incident Stress Debriefing Program for employees who may be involved in traumatic, on-duty incidents.
- 21.8 The use of Auxiliary Police Officers of the Walled Lake Police Department and members of other Police Departments for special events (including, but not limited to, Memorial Day Parade and 4th of July celebration) is permitted. It is agreed that the purpose of using Auxiliary Officers and other departments is to supplement, not replace, the work force the Walled Lake Police Department. Members of the WLCOA shall be offered the opportunity to work on an overtime basis for special events prior to the assignment of Auxiliary Police or members of other departments.

Management reserves the right not to schedule leave days (days off) for pre-planned special events or details.

- 21.9 Supervisors who are required to travel on department business will be provided with City-owned vehicles, if available. In the event that the use of a Supervisor' vehicle on department business is approved in advance by the City, the Supervisor will be eligible to receive mileage reimbursement at the current IRS rate.

- 21.10 Drug and Alcohol Testing Policy

A. General

Employees (other than in the line of duty) may not use, possess, conceal, manufacture, distribute, dispense, or sell controlled substances, narcotics, or drugs. Employees are also prohibited from using or being under the influence of alcohol while on duty.

If an employee refuses to submit to a requested drug and/or alcohol test, or deliberately submits or attempts to submit an adulterated or substituted sample, it will be grounds for disciplinary action, up to and including, in the sole discretion of the City, discharge.

B. Reasonable Suspicion

An employee may be required to submit to drug and/or alcohol testing under this policy when there exists reasonable suspicion that he has used or is under the influence of controlled substance(s), narcotic(s), drug(s), and/or alcohol. Reasonable suspicion shall be based upon specific objective facts documented in the employee's performance and/or attendance record which show a pattern of suspected abuse, disciplinary problems or otherwise unexplained behavior; or upon another employee's or complainant's personal observation of specific facts including the appearance, behavior, speech, conduct or body odors of the employee, and the reasonable inferences drawn from these facts in light of experience and/or training.

All objective facts on hand at the time of the demand for testing which form the basis for the reasonable suspicion shall be disclosed to the employee and the Union at the time, and the employee shall at the same time be given an opportunity to explain his behavior, action, and/or appearance. Upon request, the employee shall have the right to Union representation; provided that such representation is readily available and will not unnecessarily delay testing. The objective facts and reasonable inferences drawn from these facts shall be reduced to writing, with a copy given to the employee and the Union, within three (3) working days of the demand for testing.

C. Who May Require Testing

The demand for testing shall be made only on the express authority of the Chief of Police or his designee.

D. Testing Procedure

Testing for controlled substances, narcotics or drugs shall be by urine sample, in accordance with Sections 1.2, 1.3, 2.3(b) and (c); 2.5 and 3.2 through 3.7 of the Michigan Law Enforcement Officers Training Council's Guidelines for Law Enforcement Officer Candidate Drug Testing, dated July 18, 1989, except that references to "the Council" in Sections 2.5 and 3.6 (h)(i) and (j) shall be read as "the agency," and except that the references to "law enforcement officer candidate" in Section 1.3 shall not be applicable.

When a positive drug test may be the result of use of a prescribed drug, the employee will be required to submit proof of the prescription within forty-eight (48) hours of the request to do so, together with a written statement from his physician approving the use of the drug during working hours.

Alcohol testing shall be conducted using a single quantitative blood test. An employee found to have a blood alcohol level of .07% or more during working hours, based upon the test result, will be considered to be under the influence of alcohol. Blood samples will be collected and witnessed by authorized medical personnel at the collective site designated by the City and sealed and initialed by the employee and a witness. An approved chain of custody procedure shall be followed in the administration of blood tests.

An employee required to submit to a drug and/or alcohol test shall cooperate fully with the collection process and complete all required forms and documents. Failure to do so will be grounds for disciplinary action, up to and including, in the sole discretion of the City, discharge.

All employees required to submit to testing under this policy shall be administratively suspended with full

pay and benefits until the results are known to the City. Should the drug test be negative or the alcohol test show a blood alcohol level less than .07%, all reports regarding the test and the results, will be removed from all City files and returned to the employees. Should the drug test result be positive or the alcohol test show a blood alcohol level of .07% or greater, the employee shall reimburse the City for the amount of pay received from the time of the suspension to the time the results are known, and shall authorize a deduction from his/her pay in that amount.

E. Ramification of a Positive Test

An employee who tests positive for drugs and/or under the influence of alcohol as set forth above, will be subject to disciplinary action, up to and including, dismissal.

In the event an employee receives such disciplinary action less than termination, the following procedure shall also apply:

First Offense

- (1) The City may require the employee to enroll in a City-approved treatment, counseling and/or rehabilitation program for drug and/or alcohol abuse at the time discipline is imposed.
- (2) If the employee is required to enroll in such a program, his/her continued employment or reinstatement will be contingent upon successful completion of the program and remaining drug and alcohol free for its duration. In addition, the employee must submit to any drug and/or alcohol test administered as part of the program, and sign a release of information letter allowing the agency running the program to provide periodic progress reports and the results of such drug and/or alcohol tests to the City.
- (3) The City may administer unannounced and random drug and/or alcohol test(s) at the City's discretion, for up to sixty (60) months.

Second or Subsequent Offense(s)

Any employee who tests positive for drugs and/or under the influence of alcohol for a second or subsequent time may be immediately discharged.

F. Voluntary Drug and Alcohol Rehabilitation

If an employee who is not otherwise subject to disciplinary action for use of drugs and/or alcohol voluntarily admits that he has a drug and/or alcohol abuse problem, the City will meet with the employee to discuss the various treatment, counselling and rehabilitation options that are available. These options may include allowing the employee to continue working while he is receiving outpatient treatment, counselling and/or rehabilitation in a City-approved outpatient drug and/or alcohol abuse program; or placing the employee on a requested or unrequested leave of absence while he is receiving treatment, counseling and/or rehabilitation in a City-approved inpatient or outpatient drug and/or alcohol abuse program. The employee may use his accumulated sick, vacation or personal days for this purpose. Subject to the terms of any applicable insurance policy, the employee may use his medical insurance coverage to pay for approved treatments.

When an employee voluntarily admits that he has a drug and/or alcohol abuse problem, the City shall have the right to require the employee to submit to urine and/or blood tests prior to deciding what action is appropriate. No disciplinary action will be taken by the City against an employee solely as a result of his voluntary admission that he has a drug and/or alcohol abuse problem, or that he tests positive for drug and/or alcohol in a test of the sort described above after making a voluntary admission of drug and/or alcohol abuse. However, the City shall have the following rights in such a situation:

- (1) The employee may be required to enroll in and successfully complete a City-approved inpatient or outpatient treatment, counselling or rehabilitation program for drug and/or alcohol abuse, and remain drug and alcohol free for its duration, as a condition of continued employment or reinstatement with the City.
- (2) If the employee is required to enroll in such a program, he must submit to any drug and/or alcohol tests administered as part of the program, and sign a release of information letter allowing the agency running the program to provide periodic progress reports and the results of such drug and/or alcohol tests to the City.
- (3) The City may administer unannounced and random drug and/or alcohol tests, at the City's discretion, for a period of up to twelve (12) months.
- (4) If the employee tests positive for drug(s) and/or alcohol at any time during the twelve (12) month period, he may be discharged.

## ARTICLE XXII - PROMOTIONS

### 22.1 Probationary Sergeants

Officers promoted to the rank of Sergeant shall serve a six (6) month probationary period from the date of appointment in accordance with the Patrol Officer's Collective Bargaining Agreement.

If the probationary sergeant does not satisfactorily complete the probationary period, the Chief of Police may demote the probationary sergeant to his previous rank for cause.

Such demoted probationary sergeant may appeal the demotion under the WLCOA grievance procedure.

### 22.2 Promotions

- A. Promotions to positions in the bargaining unit (above the rank of Sergeant and below the rank of Chief of Police), shall be competitive and filled by promotion among persons holding positions in the next lower rank in the WLCOA.
- B. In order to be eligible for promotion, member(s) must have completed a minimum of one (1) year in the next lower rank.

C. Promotions shall be based upon merit to be ascertained :

Written Examination	40%
Oral Examination	50%
Seniority	5% (.25% per year up to 20 years)
College	5% (Bachelors Degree or above)

D. Written Examination

The Chief of Police will announce the examination date at least 90 days in advance and furnish a bibliography and outline covering the contents of the written examination.

The results of the written examination will not be posted for a minimum of ten (10) working days immediately following the date the examination is given. Anyone wishing to challenge a question(s) on the examination must do so within this ten (10) day period. Any challenges not filed within this time period are barred. All challenges shall be resolved by the Chief of Police, and his decision shall be final. In the event the City elects to use a written examination developed by an outside agency, all such challenges shall be resolved by a representative of that agency, whose decision shall be final.

E. Oral Board

The oral examination shall be conducted by an oral board composed of law enforcement officers who are not employed by the City of Walled Lake. At least one of the oral examiners must be of the same rank as the position for which interviews are being conducted. None of the persons on the Oral board will be given any files or records pertaining to any of the candidates nor shall the Chief of Police indicate (directly or indirectly) to any Oral board member any preference for any particular candidate(s).

F. Eligibility List

Promotional candidates will be ranked on the basis of their composite score in 22.2 (c). The eligibility list will remain in effect for a period of two (2) years. Members will be promoted in the order that they appear on the eligibility list.

**ARTICLE XXIII - LAYOFF, RECALL AND TRANSFER**

23.1 LAYOFF: The word "layoff" shall mean a reduction in the workforce. In all cases of layoff, the principal of inverse seniority meaning the lowest seniority employee shall be the first to be laid off. When possible, the Employer will give at least thirty (30) days (calendar) notice prior to layoff to the Supervisor affected. If and when a Supervisor is laid off, he will be eligible for Unemployment Benefit Compensation under the Michigan Unemployment Compensation Act or applicable City Ordinance, provided said Supervisor remains eligible and conforms to all requirements under the applicable law. Exceptions to this procedure may be made by written agreement between the City and the WLCOA.

23.2 RECALL: Supervisors will be recalled in the reverse order of the layoff, providing the Supervisor can perform the

available work. Notice of recall shall be sent to the Supervisor's last know address by registered or certified mail. If a Supervisor fails to report to work within ten (10) calendar days from the date of mailing of the Notice of Recall, he shall be considered to have voluntarily left the employment of the City and shall be terminated.

#### ARTICLE XXIV - SCOPE OF AGREEMENT

This Agreement represents the entire agreement between the WLCOA and the City of Walled Lake is not subject to any prior oral agreements or understanding between the parties and may be amended only in writing signed by both of the parties hereto. In the event of any of the provisions in this Agreement are found to be contrary to the provisions of any applicable provisions of Law, such applicable provisions of Law shall control and the remaining provisions of this Agreement shall not be affected thereby..

#### ARTICLE XXV - NO STRIKE/NO LOCKOUT

Under no conditions will the WLCOA cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part in any strike, sitdown, or stay-in, slowdown, or any violation of any State Law. In the event of a work stoppage or other curtailment, the WLCOA shall immediately instruct the involved Supervisor in writing, that their conduct is in violation of the Agreement, and that all persons shall immediately cease the offending conduct.

#### ARTICLE XXVI - MAINTENANCE OF CONDITIONS

The city shall make no changes that are contrary to the provisions of this Agreement, in salaries, hours, or conditions of employment. This Agreement will supersede any rule and regulation governing the Police Department which are in conflict with the provisions of this Agreement.

#### ARTICLE XXVII - CITY DEPARTMENT RULES

- 27.1 The City shall continue to have the right to establish, adopt, change, amend and enforce reasonable City Rules and/or Departmental Rules and Regulations not in conflict with the terms of this Agreement, governing discipline, health and safety duties, rules of conduct and work rules.
- 27.2 New or amended rules will be posted ten (10) days prior to their effective date. The WLCOA may review and submit recommendations to the City Manager.
- 27.3 Should the rule, regulation and/or policy as implemented by the City, not be acceptable to the WLCOA, such objections shall be considered grievances and processed in accordance with Article XVIII, Grievance Procedure.

#### ARTICLE XXVII - DURATION AND TERMINATION


This Agreement shall remain in full force and effect until Midnight, June 30, 2000. It shall automatically be renewed from year-to-year thereafter, unless either party shall notify the other, in writing, ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that a notice of modification is given, negotiations shall begin soon after the receipt of the ninety (90) day notice. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the


following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the termination date set forth in the preceding paragraph. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the City of Walled Lake.

ACCEPTED BY:

WALLED LAKE COMMAND OFFICERS  
ASSOCIATION

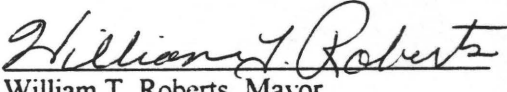
  
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John V. Wargel, MAP Representative

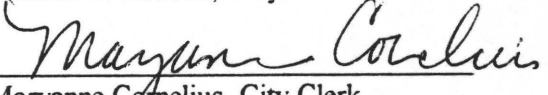
  
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Donald Sanderson, Union Steward

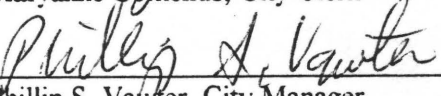
Dated: 2-25-97

ACCEPTED BY:

CITY OF WALLED LAKE

  
\_\_\_\_\_  
William T. Roberts, Mayor

  
\_\_\_\_\_  
Maryanne Cornelius, City Clerk

  
\_\_\_\_\_  
Phillip S. Vayter, City Manager

Dated: 2-18-97

MEMORANDUM OF AGREEMENT

The parties agree that the Association shall withdraw its proposal, submitted on June 10, 1996, concerning the change of Article XV - Benefits at Section 15.4, Subsection F, which is a proposal for fully paid health insurance for retirees.

The Association may re-submit this proposal for contract negotiations upon notice to the Employer, at any time after the date of this Memorandum, to include the term of any successor Agreement.

ACCEPTED BY:

WALLED LAKE COMMAND OFFICERS  
ASSOCIATION

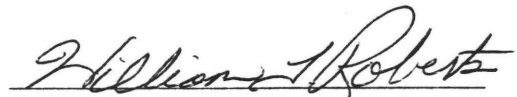
  
John V. Wargel, MAP Representative


  
Donald Sanderson, Union Steward


Date: 2-25-97

ACCEPTED BY:

CITY OF WALLED LAKE

  
William T. Roberts, Mayor

  
Maryanne Cornelius, City Clerk

  
Phillip S. Vawter, City Manager

Date: 2-18-97

CITY OF WALLED LAKE



## LETTER OF UNDERSTANDING

It is agreed by both parties to this agreement that Article XII - Longevity Pay shall be amended to read as follows:

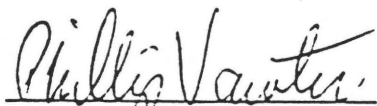
"In addition to the pay provided above, members of the WLCOA shall receive, on the first pay period following December 1 of each year, a sum equal to the percentage of his actual base pay for the previous year (December 1 - November 30) as provided below:

<u>HIRED AFTER 9-1-94</u>		<u>HIRED PRIOR TO 9-1-94</u>	
<u>Seniority</u>	<u>Percentage of Pay</u>	<u>Seniority</u>	<u>Percentage of Pay</u>
Less than 5 Yrs.	None	Less than 3 Yrs.	None
5 Yrs but less than 10 Yrs	3%	3 Yrs but less than 10 Yrs	3%
10 Yrs but less than 15 Yrs	4%	10 Yrs but less than 15 Yrs	4%
15 Yrs or More	5%	15 Yrs or More	5%

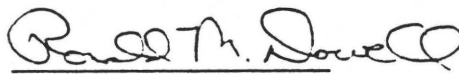
If a member's percentage of pay based upon seniority changes during the period of December 1 - November 30 of any year (i.e. - 4% to 5%), the sum received shall be prorated to reflect the percentage change (i.e. - December 1 to the anniversary date at 4% and the anniversary date to November 30 at 5%)."

For the purpose of implementing this change, it is understood that the longevity pay received on the first pay period after December 1, 1995 shall be calculated from the member's previous anniversary date to November 30, 1995.

Dated 12-6-95



Phillip Vayter  
City of Walled Lake



Ronald Dowell  
Michigan Association of Police



Donald Sanderson  
Walled Lake COA

