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12/31/99

PUBLIC SAFETY COMMAND OFFICERS CONTRACT

AN AGREEMENT BETWEEN
THE HUNTINGTON WOODS COMMAND OFFICERS UNION AND
THE CITY OF HUNTINGTON WOODS

EFFECTIVE JANUARY 1, 1995 THROUGH DECEMBER 31, 1999

Huntington Woods, City of

AGREEMENT

This agreement is entered into between the City of Huntington Woods(hereinafter referred to as the "City") and the Command Officers Association of Michigan(hereinafter referred to as the "Union"). This agreement is entered into this _____ upon execution by both parties. The agreement shall become effective January 1, 1995, and shall remain in effect to and including December 31, 1999, at which time it shall be subject to review or change.

ARTICLE I. PURPOSE AND INTENT

- A. The general purpose of the agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment and to promote orderly and peaceful relations for the mutual interest of the City in its capacity as an employer, its employees, the Union and the citizens of the City of Huntington Woods, Michigan.
- B. The parties recognize the essential public service here involved and that the interest of the community and job security of the employees depends upon the City's success in establishing and maintaining proper service to its citizens.
- C. The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any dispute arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public.
- D. To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.
- E. Where appropriate in this agreement, the specification of the masculine gender implies to female.

ARTICLE II. RECOGNITION

- A. The City recognizes the Command Officers Association of Michigan as the sole and exclusive bargaining agent, to the extent permitted and required by Act 379 of the Public Acts of 1965, as amended, for all Public Safety Command Officers. The City agrees to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment.

ARTICLE III. REPRESENTATION

- A. The Union shall be represented in all negotiations by a committee of not to exceed two members and the alternate. The City shall negotiate with those representatives as herein provided. Any changes in the bargaining committee shall result in written notification to the other party.
- B. On-duty officers who are members of the committee shall be permitted to negotiate a working agreement and process grievances without loss of pay or benefits.
- C. 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 agreement.
- D. There shall be no discrimination against any employee because of his/her membership in the Union, or because of his/her acting as an officer or in any other capacity on behalf of the Union.

ARTICLE IV. AGENCY SHOP AND DUES DEDUCTION

- A. The employer agrees to deduct the Union membership fee once each month. Dues from the pay of those employees who individually request in writing such deduction shall be certified to the employer by the Treasurer of the Union, and aggregate deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth(15th) of the current succeeding month after such deductions are made. This authorization shall be irrevocable during the term of the agreement.

1. Employees covered by this agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues charged for membership for the duration of this agreement.
2. Employees covered by this agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or to pay a representation fee equal to dues required for membership commencing thirty(30) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement. Any representation fee shall be conditioned in accordance with applicable law.
3. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required, as a condition of employment, to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this agreement commencing after one hundred and eighty(180) days from their commencement of employment with the City. Any representation fee shall be conditioned in accordance with applicable law. In no way shall the collection of dues interfere, modify or alter the rights of the employer over the probationary employee during the probationary period.
4. Failure to comply with the provisions of this Article shall be just cause for the discharge of the employee.
5. No employee shall be terminated under this Article except as provided below:
 - a. The Union has first notified the employer in writing that the employee has elected not to join the Union nor paid a representation fee to the Union.

- b. Within ten(10) working days from the date the Union notifies the employer that the employee has elected not to join the Union or pay the representation fee, the employer shall:
 - i. Notify the employee of the provisions of this agreement.
 - ii. Obtain the employee's response
 - iii. Notify the Union of the employee's response
- c. In the event the employee has neither joined the Union nor signed the "authorization for deduction of service charge or dues" form after the above, the Union will proceed to request termination of the employee by written notice to the employer, with a copy to the employee, certified mail return receipt requested.
- d. Upon receipt of such written notice, the employer shall within five (5) working days, notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
- e. The employee shall then be terminated unless the employee can produce evidence of compliance.
- f. The union will protect and save harmless the employer from any and all claims, demand, suits, and other forms of liability by reason of action taken in Section 5.

ARTICLE V. JOINT RESPONSIBILITIES

- A. There shall be no strikes, sympathy strikes, concerted failure to report for work, slowdowns, or stoppages of work, during the term of this agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this agreement.
- B. The City will not lock out any employees during the term of this agreement.

ARTICLE VI. MANAGEMENT RESPONSIBILITIES

- A. It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter into mutual aid pacts with other communities, and expressly reserves the right to establish and maintain rules and regulations governing the operation of the Public Safety Department and the employees therein, which rules can only be challenged by resort to the Grievance Procedure as unreasonable.
- B. It is further recognized that the responsibility of the management of the City for the selection and direction of the working forces, including, but not limited to, the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for legitimate reasons is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this agreement as herein set forth.
- C. The City agrees to negotiate changes in working conditions should any services be contracted to other cities.

ARTICLE VII. GRIEVANCE PROCEDURE

- A. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Should a difference arise between the employer and the Union or any of the employees covered by this agreement as to interpretation, application, or violation of this agreement, it shall be settled in accordance

with the grievance procedure set forth below.

STEP 1. Any employee having an alleged grievance shall first discuss the matter with the Public Safety Director. If not settled in this discussion, the grievant shall discuss the matter with his representative, reduce the grievance to writing, and sign it. Any grievance not submitted within five(5) working days, Monday through Friday, of its occurrence shall be considered automatically closed.

STEP 2. In the event the grievance is not settled in Step 1, a meeting shall be held between the representative, the grievant, and Director of Public Safety within five(5) working days, Monday through Friday of its written submission. The decision of the Public Safety Director shall be given in writing within five(5) working days, Monday through Friday, of the end of the meeting, unless the time is extended by mutual agreement.

STEP 3. A. If the grievant is not satisfied with the decision at Step 2, the grievant or his representative may, within five(5) working days, Monday through Friday, after the decision at Step 2, submit the grievance in writing to the City Manager. The grievant shall submit his statement of position and all relevant information with such notice. If the grievance is not so submitted it will be considered closed on the basis of the last disposition.

B. The City Manager shall meet with the grievant. Each party may have an outside representative at this meeting.

C. The City Manager shall submit within five(5) working days, Monday through Friday, of any such meeting the City's decision in writing to the grievant.

STEP 4. A. In the event the grievance is not settled in Step 3, the grievant shall have the right within ten(10) working days, Monday through Friday, after the decision in Step 3 to request the services of a mediator from the Michigan Employment Relations Commission.

B. However, if both parties agree not to invoke this step in any grievance, it shall proceed to Step 5.

STEP 5. A. In the event the grievance is not settled in Step 4 above, the Union shall have the right to appeal the dispute under and in accordance with the rules of the American Arbitration Association. Such appeals must be taken within fifteen(15) days from the date of the meeting provided for in Step 4 above or within thirty(30) days after the decision in Step 3, if mediation under Step 4 is not requested.

B. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He/she shall have no power to establish new salary scales that have not already been agreed to by both parties in this agreement, but may in an award require that an employee be paid at the correct salary set forth in the agreement.
3. He/she shall have no power to change any practice, policy, or rule of the City nor to substitute his judgment for that of the City as to the reasonableness of any such practice, policy, rule or any action taken by the City. His/her powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; and shall not imply obligations and conditions binding upon the City from this agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.
4. He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In

rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

5. The arbitrator shall render a decision according to the rules of the American Arbitration Association with the limitations and exceptions as noted above.

- B. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- C. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the City
- D. The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- E. No decision in any one case shall require a retroactive wage adjustment in any other case.
- F.
 - 1. Any grievance not appealed from a decision on any of the steps of the above procedure to the next step as prescribed shall be considered dropped.
 - 2. Any grievance not answered within the prescribed time limits shall be considered valid and the relief requested shall be granted. However, holidays falling within the time frame shall not be counted.
- G. Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

- H. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment during the period in question.
- I. Any notice of disciplinary and discharge action taken and the reasons therefore shall be in writing.
- J. Records, reports and information relevant to a pending grievance may be made available to the Union representative at the request of the grievant. Such information shall not be unreasonably withheld by the City.
- K. The time limits set forth herein shall be strictly applied; however, they may be extended by mutual agreement for good cause shown.

ARTICLE VIII. DISCIPLINARY PROCEDURE

- A. A written reprimand, suspension, demotion or discharge of an Officer shall be deemed a disciplinary action for purposes of this procedure.
- B. An Officer, upon the decision of the Director of Public Safety and with the approval of the City Manager, may be dismissed or demoted for cause.
- C. Within twenty-four(24) hours from the time of notification of any alleged misconduct wherein a written statement is required, an Officer may discuss the matter with the Public Safety Director. The Officer shall have twenty-four(24) hours after such meeting to make the written statement.
- D. An Officer shall have the right to request a Union representative to accompany him at all levels of disciplinary procedure except in circumstances requiring immediate disciplinary action.
- E. An Officer subject to the disciplinary action of suspension without pay may be required to remain on the job and instead forfeit annual leave and/or holiday leave days at the discretion of the Public Safety Director.
- F. An Officer shall have the right to review his personnel file at any reasonable time, and

shall be furnished a copy of any new entry into his personnel file of a disciplinary nature.

ARTICLE IX. SENIORITY

A Seniority of a new Command Officer shall be commenced after the Officer has completed his probation period of one(1) year and shall be from the date of promotion. An Officer shall forfeit his seniority rights and his employment shall be terminated for the following:

1. He/she is dismissed for just cause and is not reinstated.
2. If he/she is absent without leave for three(3) consecutive work days without justifiable reason, at which time his/her employment shall be considered voluntarily terminated also.
3. He/she gives a false reason to obtain a leave.
4. He/she retires or resigns.
5. Seniority shall terminate with exhaustion of leave time subject to Section 8-A of this article.
6. He/she is laid off during the term of this agreement, continuously, for a period of one(1) year, or a period equivalent to his/her seniority, whichever is longer, but in no event shall this period exceed twenty-four(24) months.
7. He/she performs no work for the Public Safety Department as a result of a disability for a period of two(2) years or length of service, whichever is less.
8. A. A Command Officer who has exhausted his leave time, due to a disability, but who has recovered and is able to return to work within two(2) calendar years from the last day he actually worked, may exercise his seniority and displace the most junior Command Officer. The junior Command Officer who was bumped shall not have the right to grieve his displacement.
B. A Command Officer who has exhausted his leave time, due to a disability, but who has recovered and is able to re-qualify after two(2) calendar years from the last day he actually worked, shall have lost his seniority but may

return only if there is an opening for a Command Officer in the department.

- C. In subsection (B) above, it shall be the former employees' obligation to make application. Upon return to work or re-qualifying for work, previous service credits(excluding the two(2) year period as provided in subsection (A) and the period of time the Command Officer was absent from work due to disability as provided in subsection (B) of this Article) shall be used in computing seniority for the purpose of earning benefits. Upon return to work or re-qualifying for work, previous service credits and the period of time the Command Officer was absent from work due to disability, shall be used in computing seniority for the purposes of layoff, recall, annual vacation selection and the annual shift selection described in the Letter of Understanding regarding Shift Selection.
- D. For purposes of Section 8 of this Article, "able to return to work" under subsection (A) shall mean the physical or mental fitness necessary to carry out the normal functions of a Public Safety Command Officer. "Re-qualify" under subsection (B) includes the successful completion of a department orientation program on current procedures, and the certification requirements of the position. In order to be "able to return to work" or "re-qualify", the employee shall follow the procedure provided in Article XVII, Medical Examinations. For purposes of subsections (A) and (B) of this Article, the City may direct the Command Officer to take a physical or psychiatric examination by a physician appointed by the City, prior to returning or re-qualifying for work. Any dispute between the City and the Union with respect to the employees' physical or mental fitness shall be resolved according to the procedure established in Article XVII,

Medical Examinations and the Grievance Procedure, if necessary. The City will make a reasonable effort to notify the former employee when a position becomes available.

9. Separation from employment as a Command Officer due to a permanent disability.
10.
 - A. Failure to return to work within three(3) calendar days following recall with two(2) weeks written notice.
 - B. Choice of vacations shall be on a seniority basis per the needs of the department.
 - C. In the event of layoffs, Public Safety Command Officers shall be laid off in inverse order of seniority. Any such laid-off Command Officer may bump back into a Public Safety Officer position within the department, provided he/she has greater total seniority as a City employee than a Public Safety Officer who is bumped.

ARTICLE X. HOURS OF WORK

- A. The regular hours of work shall be the posted schedule showing Officers normal days to work and normal days off. If changes in the schedule are necessitated, the affected Officer shall be notified as soon as possible.
- B. Officers are expected to be regular in their attendance and observe the working hours established by the schedule.
- C. Officers shall be permitted to trade shifts with the prior approval of the Director of Public Safety. Such approval shall not be unreasonably withheld.
- D. The City in recognizing the advantage to employees to allow greater selection in the use of compensatory time will allow employees to use compensatory time subject to the following provisions and the Fair Labor Standards Act:
 1. Compensatory time may be used in accordance with department needs. The

department will make every effort to accommodate the Officer's request.

2. The use of compensatory time is not to be used as a scheme to create other overtime situations.
3. Upon termination of employment, if the employee is unable to utilize all of his compensatory time, the unused compensatory time as computed under the Fair Labor Standards Act, will be paid at the hourly rate at time of termination.
4. Prior approval of the Public Safety Director.
5. In all incidents when overtime is worked to cover compensatory time, the Public Safety Director shall have the option of determining whether pay shall be in money or time.

E. Twelve Hour Shifts

1. Effective January 1, 1998, the City will have the right to assign all Officers to 12-hour shifts, picked by seniority. Schedule as agreed(see attached letter of understanding). On short-staffing days under the schedule no paid leave time will be scheduled or approved.
2. Effective the date the City reschedules to a 12-hour shift structure, a shift premium of three(3%) percent of base hourly rate for all hours worked between 7:00 p.m. and 7:00 a.m. shall be provided.
3. Effective the date the City reschedules to a 12-hour shift structure, all leave time will be recalculated from days to hours.
4. The City will maintain the exclusive right to assign and to determine the level, if any, of Fire standby.
5. Effective the date the City reschedules to a 12-hour shift, overtime will be paid for all hours worked in excess of twelve(12) hours in any one work day or in excess of the work schedule as agreed(see attached letter of understanding).

ARTICLE XI. OVERTIME

- A. For employees working forty(40) hours each week, time and one-half pay shall be paid for all hours worked in excess of eight (8) in any one work day or forty (40) in any one work week.
- B. For employees working on a twenty-four(24) hour shift basis the following overtime payments shall apply:
1. In order to figure the overtime rate for employees assigned to 24-hour operations, the employee's salary shall be divided by 2,912 hours per year and the result will be the hourly rate multiplied by one and one-half times.
 2. Employees shall be paid an additional one-half (1/2) times their hourly rate (annual salary divided by 2,912) for the hours between 53 and 56 averaged over a three week period consistent with the Fair Labor Standards Act, 29 U.S.C.A. 201, et. Seq., as amended. The work week shall start at 8:00 a.m., Monday for the purpose of overtime.
 3. Employees shall be paid time and one-half for all hours worked in excess of twenty-four(24) consecutive hours.
- C. Officers called to duty or required to appear in court outside their scheduled shift hours shall receive two(2) hours minimum work and pay at time and one-half. However, this two hour minimum shall not apply if an Officer is called in prior to his regular shift, or is kept beyond his regular shift. In such cases, fractions of hours shall be reported as overtime and the following schedule shall apply for the purpose of wage computations with the exception as noted under Command Officer Briefing Pay.

Less than 15 minutes	No pay
16 to 30 minutes	30 minutes pay
31 to 45 minutes	45 minutes pay
46 to 60 minutes	60 minutes pay

- D. The above proration shall also be applicable for periods where over one(1) hour is worked.
- E. Employees called to duty or on a twenty-four(24) hour shift outside their scheduled shift hours shall be paid time and one-half for all hours worked. The method of computation shall not affect Section C for computing overtime hours for those Command Officers attending court, training, etc.

ARTICLE XII. EMPLOYEE CLASSIFICATION

- A. Command Officers shall serve in a probationary status for a period of one(1) year from the initial date of promotion. The promotion procedures shall be those contained in the approved Promotion Policy.
- B. Officers shall perform all Command Officer duties as assigned by the Director of Public Safety and City Manager.
- C. Effective July 1, 1989, the Command Officers holding the rank of Sergeant shall be considered Lieutenants and the City shall provide appropriate insignias and patches for the Lieutenant rank. Further, the job description for "Sergeants" shall be changed to the applicable job description for "Lieutenants". The parties recognize that the change in designation involves no substantive changes in job responsibilities or assignments. Towards that end, the parties agree, for the purposes of further collective bargaining negotiations and Act 312 Arbitrations, "Lieutenants" in the Huntington Woods Public Safety Department shall be compared to "Sergeants", not "Lieutenants" in Public Safety departments in comparable communities.
- D. An Officer covered by this agreement shall be considered to have held the rank of Lieutenant from the date he was promoted from the rank of Public Safety Officer.
- E. The City reserves the right to create the rank of Sergeant. In the event a Sergeant rank is created, the City agrees that the salary rate set by the City for the position shall be subject, upon Union request, to negotiation. The City shall have the right to appoint an

Acting Sergeant in the event a Lieutenant is not on duty. An acting Sergeant shall receive the Sergeant's salary.

ARTICLE XIII. RESIDENCY

- A. Effective upon the execution of the parties' collective bargaining agreement, the residency limits shall be extended from ten(10) miles to twenty-five(25) miles.

ARTICLE XIV. OUTSIDE EMPLOYMENT

- A. Officers shall be permitted to engage in part-time employment as long as it does not interfere or conflict with their employment duties for the City, as determined by the City Manager and Public Safety Director.

ARTICLE XV. MEETINGS

- A. The Union may schedule meetings on City property insofar as such meetings are not disruptive to the duties of the employees or the efficient operation of the department. All such meetings on City property shall take place upon prior notification to the Public Safety Director. Reasonable effort will be made to relieve personnel who may be working, for such meetings.

ARTICLE XVI. TRAINING AND DEVELOPMENT

- A. In order to maintain a professional department, the City promotes policies and programs designed to provide training for Command Officers to enable them to better serve the community.
- B. To the extent possible, the City agrees to send Command Officers to the various police and fire schools.
- C. Tuition paid by Command Officers to Michigan colleges or universities for courses in the fields of law enforcement, criminal justice and Public Safety related fields will be reimbursed by the City, subject to the following limitations:

1. Reimbursement is available only to candidates for B.A. degrees, and is not available to candidates for advanced degrees, except those Officers holding B.A. degrees as of January 1, 1977, who shall be eligible for reimbursement for tuition towards an M.A. degree.
 2. Both schools and courses must be approved in writing by the Public Safety Director prior to enrollment. Approval shall not be unreasonably withheld.
 3. The Officer must achieve a grade of "C" (or its numerical equivalent, if letter grades are not in use) to be entitled to reimbursement of tuition.
- D. If such tuition is granted, and the employee terminates his/her employment with the City within twelve(12) months of the completion of the course(s), the amount of tuition paid by the City shall be deducted from his final pay. At no time shall City funds duplicate those received from other sources.
- E. All Officers required to attend school outside of in-service training shall have been considered to have worked the school hours and shall not be required to work more than a total of eight(8) hours, if working an eight(8) hour shift or twenty-four(24) hours, if working a twenty-four(24) hour shift.
- F. All Command Officers will attend in-service training programs. Any Command Officer unable to attend because of sickness, emergency or leave status shall notify the Public Safety Director in advance stating the reason as to why he/she is unable to be present.
- G. In-service training conducted at a time other than during regular working hours, shall be compensated at time and one-half of a Command Officer's regular hourly rate of pay.

ARTICLE XVII. MEDICAL EXAMINATION

- A. It shall be the responsibility of each member of the Department of Public Safety to keep herself/himself in the proper physical condition to enable her/him to carry out the normal functions of a Public Safety Command Officer. The Public Safety Director may, at any time, request a physical examination of any Public Safety Command Officer. Any

Command Officer refusing to take a physical or psychiatric examination when so requested will be summarily suspended, without pay, until the physical examination has been completed.

- B. The Public Safety Director may, upon good cause being shown, request any Command Officer to submit to a psychiatric examination. Psychiatric examinations may be requested for a Command Officer, when, in the opinion of the Public Safety Director, the Command Officer's conduct or behavior is detrimental to the safety of any person.
- C. Should any Command Officer, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Command Officer, such Command Officer shall be immediately relieved of duty until certified able to return to duty by a physician of the City's choosing. The selected Command Officer may, at his/her own expense, obtain an independent medical or psychiatric examination by a physician of his own choosing. If the City's physician and the employee's physician cannot agree as to the extent of disability, a physician, mutually selected by the City's physician and the Command Officer's physician, shall cause an examination to be made, and his/her opinion shall be binding on both parties. Should any Command Officer be found, after physical examination, to be overweight or lacking in physical condition to such extent that, in the opinion of the examining physician, that Command Officer is unable to perform the normal duties of a Command Officer, and said physician shall prescribe a course of diet, exercise or both to return said Command Officer to normal weight and condition, said Command Officer shall not be relieved of duty so long as he shall be following the direction of said physician.
- D. The cost of any examination ordered by the City, physical or psychiatric shall be absorbed by the City. The results of such examination shall be made available to the Command Officer or his own physician, in addition to the City. The results of said examination shall not be made available to any other person, except by written

authorization executed by the Command Officer. For regularly scheduled physical examinations, the Command Officer may desire to have his/her own physician perform such examinations, in which case, the City shall pay an amount not exceeding \$50.00 toward the cost of such examination. The Command Officer shall make the results of such examination available to the City.

ARTICLE XVIII. UNIFORMS

- A. The City shall provide and maintain all clothing required to be worn by the Command Officers. Each year this shall be done.
- B. The City will repair or replace any personal items broken or damaged, not through the negligence of the Officer, in the line of duty.
- C. A special allowance of \$125.00 will be provided to each Officer payable the first payday of December for special equipment used in the performance of Public Safety activities. In the instance of any Officer not employed for the full year as an Officer, the uniform allowance shall be prorated in accordance with the actual number of months employed.

ARTICLE XIX. CLEANING ALLOWANCE

- A. The City shall pay to each Officer a uniform cleaning allowance of \$350.00 per year, payable one-half (\$175.00) the first payday of August and the final one-half (\$175.00) on the first payday of November.
- B. In the instance of any Officer not employed for the full year as an Officer, the cleaning allowance shall be prorated in accordance with the actual number of months employed.

ARTICLE XX. COMMAND OFFICER BRIEFING PAY

- A. Officers shall conduct regular daily shift briefings and shall attend staff meetings as required.
- B. The City shall pay to each Officer an allowance of \$440.00 annually, payable one-half (\$220.00) the first payday of August and the final one-half (\$220.00) the first payday of December. In the instance of any Officer not employed for the full year, this allowance

will be prorated in accordance with the actual number of months employed.

ARTICLE XXI. VACATIONS

- A. Each Officer with one full year of service prior to January 1st is to be granted a seventeen (17) day vacation. An additional seven (7) days vacation shall be granted an employee with five (5) or more years service.
- B. The seventeen (17) and seven (7) day vacation leaves shall be taken in consecutive day periods. The seventeen (17) day vacation may be divided into consecutive day leave periods of fifteen (15) and two (2) days, respectively.
- C. An additional five (5) day vacation shall be granted an Officer who has reached fifteen (15) years service on or before January 1st. This leave shall be taken as consecutive days.
- D. The entire annual vacation may be taken at one time. This must be done at a time when it will not interfere with established vacation schedules, and approved by the Public Safety Director.
- E. Vacations earned during one calendar year shall be taken during the next calendar year.

ARTICLE XXII. HOLIDAY VACATIONS

- A. An employee with one (1) year of service prior to January 1st shall be granted a holiday leave of twelve (12) days in lieu of the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, Easter and employee's birthday. An employee with less than one full year of service prior to January 1st will be granted holiday leave equal to the number of holidays that fell during the period of employment.
- B. The holiday leave may be taken in nine (9) and three (3) consecutive day periods, however, an Officer working an eight (8) hour shift shall not be penalized those scheduled days off falling within the seven (7) day holiday period. Exceptions to the above may be taken with the approval of the Public Safety Director.

- C. The holiday leave may be taken in straight time pay with permission of the Public Safety Director.

ARTICLE XXIII. PERSONAL BUSINESS DAY

- A. Two eight (8) hour leave days per year shall be granted to each Officer to attend to personal business, however, those Officers permanently assigned to twenty-four (24) hour shifts shall be granted three (3) twenty-four (24) hour leave days per year.

ARTICLE XXIV. INJURY LEAVE

- A. Each Officer who is unable to work as the result of an injury incurred in the performance of his job shall receive pay during such disability as follows:
 - 1. During the first seven (7) days the City shall pay the employee his/her basic weekly wage.
 - 2. After the first seven (7) days, an Officer who is eligible for Worker's compensation insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay an employee eligible for Worker's Compensation benefits the difference between his/her insurance benefits and his/her weekly wage while he/she receives Worker's Compensation. Any such dual payment will not continue beyond twenty-five (25) weeks.
- B. To become eligible for injury leave with pay, an Officer must report his/her injury to his/her immediate supervisor or designee as soon as possible and make him/herself available for first aid.

ARTICLE XXV. EMERGENCY LEAVE

- A. In case of death or serious illness in his/her immediate family, an Officer may be granted a leave of absence with pay for a period not to exceed three (3) days. If additional time is required, it will be deducted from the annual leave credits or if no credits are available, the additional time will be considered as leave without pay. Immediate family is defined as spouse, child, brother, sister, parent, (including step-children, step-sisters or brothers

and step-parents), parent-in-law, grandparent or grandparent-in-law.

- B. For the death of a relative other than the immediate family, which because of extenuating circumstances an Officer may need time off, the Public Safety Director may make a request to the City Manager for approval.
- C. An Officer shall be permitted one (1) day off during the time his spouse is delivering a baby or during the period of confinement immediately thereafter, or to receive delivery of an adopted child.

ARTICLE XXVI. SICK LEAVE

- A. Sick leave shall be allowed only as provided in this section. Absence from duty because of inability to perform duties due to illness shall be known as sick leave. Sick leave shall be granted by the City Manager, upon the recommendation of the Public Safety Director, when in his opinion he/she feels that it is warranted, and subject to the following conditions:
 - 1. A regular employee shall accrue sick leave at the rate of one (1) day per month. Sick leave shall not accrue while an employee receives sick benefits or Worker's Compensation payments. Sick leave shall not be considered a privilege which an employee may use at his/her discretion but shall be allowed only in cases of actual sickness or disability.
 - 2. A minimum time allowed an employee for sick leave shall be one-half day.
 - 3. An Officer assigned to a twenty-four (24) hour shift who is granted sick leave shall have one (1) sick leave day deducted from his/her accumulated total for each work day he/she is sick.
 - 4. Within sixty (60) days after the execution of the parties collective bargaining agreement, the maximum accumulation of sick leave shall be one hundred (100) days. When an employee has accumulated 100 days of sick leave, all earned but not used leave thereafter accruing shall be paid for as of December 1st of each year

at one-half (1/2) the employee's regular pay. After January 1, 1984, each employee shall receive credit for accumulated sick leave days at the rate earned.

5. A written authentication of illness or injury necessitating absence from duty, made by a licensed physician, may be required by the City as a condition precedent to the payment of compensation for any period of absence from duty for two (2) consecutive work days.
- B. After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment therefore to the extent of the annual leave which the employee is entitled to. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until he/she returns to work, except as noted under paragraph H.
- C. Sick leave shall be considered for all purposes as continuing service. However, in the event of discharge, the first forty-five (45) days of unused sick leave shall be canceled and not paid.
- D. To receive sick leave, the employee shall communicate with his/her department head or designee immediately prior to the time set for beginning work. Failure to do so may be cause or denial of sick leave with pay.
- E. Recognized holidays falling within a period of authorized sick leave shall not be counted as sick leave days.
- F. Sick leave may be allowed in case of illness, or injury occurring during a vacation period. Evidence of such incapacity must be provided from the first day to the satisfaction of the Public Safety Director and City Manager.
- G. One hundred percent (100%) of accumulated sick leave will be paid to the widow or widower of an employee who dies while employed full time, or to an employee who resigns or retires.
- H. Union members may transfer up to a maximum of ten (10) sick leave days each from

their accumulated sick leave to an employee on sick leave due to a non-duty related injury or illness, provided the employee's own sick leave bank has been expended, with the approval of the City Manager. Such approval shall not be unreasonably withheld.

ARTICLE XXVII. INSURANCE

- A. The City shall provide life insurance and accidental death and dismemberment benefits at one and one-half times the employee's annual salary to the nearest \$1,000.00, up to a maximum of \$50,000.00.
- B. Effective upon the execution of the parties' collective bargaining agreement, the City shall have the right to (1) maintain the health insurance in effect for Command Officers as of December 31, 1992; (2) switch the Command Officers' health insurance to the same health insurance plan as the Public Safety officers; or (3) switch the Command Officers' health insurance to Blue Cross/Blue Shield PPO-7, with a \$5.00 drug rider and a \$50/\$100 deductible for single/family, respectively.
- C. The City and Union agree that at any time alternate health insurance plans to Blue Cross/Bleu Shield or Fortis dental may be obtained in order to obtain less costly insurance, as long as there is no substantial reduction in benefits. In the event of a dispute over whether such less costly insurance provides substantially the same benefits, the parties shall agree on a neutral third party to make such determination which shall be binding upon the parties.
- D. The City will provide dental benefits for Public Safety Command Officers and his/her family at no cost to the Officer as follows: 80/20 co-pay for general maintenance, prosthodontics and orthodontics. There shall be a \$600/year maximum for general maintenance and prosthodontics and a \$1,200 lifetime maximum for orthodontics. The City will provide the Co-Op Optical Plan B optical benefits for Public Safety Command Officers and his/her family.
- E. A copy of each insurance policy or certificate of benefits will be provided to each

employee. Terms and conditions of the respective policies are controlling. Any disputes with an insurance company over coverage, etc. is not arbitrable under the Grievance Procedure of this collective bargaining agreement.

- F. Within sixty (60) days after execution of the parties' collective bargaining agreement the Long Term Disability policy for all Command Officers will have the following level of benefits: 70% of base pay up to a maximum monthly benefit of \$3,500.00, following a one hundred eighty (180) day waiting period.
- G. In the event of a voluntary or involuntary termination or in the event of a layoff, the City's obligation to pay premiums for health, dental optical, life or disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination or layoff occurs. An employee may elect to continue health, dental or optical insurance consistent with the terms of the Federal COBRA Law.
- H. The City shall begin a program to eliminate overlapping health care coverage. Each employee who chooses to waive City provided health insurance, as provided in Section B of this Article, and whose spouse or parent has coverage provided by another employer, shall be paid \$75 0.00 each year for every year that the employee waives City provided coverage. Payment of \$375.00 shall be made in January and July to each employee who has not taken any City provided health insurance for the previous six months. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee, before said employee will be declared eligible to receive the \$375.00 semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff or termination, shall be allowed to enroll in the City provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a City sponsored plan at the beginning of the next billing period. Employees who elect to

waive their coverage may not re-enroll in the City provided health insurance plan for any other reason until the beginning of the City's re-enrollment period which is every April. In the event that an employee re-enrolls for this reason, his payment shall be pro-rated according to the number of months he waived coverage in the six month period. Election of waiver or enrollment in the City sponsored plan shall be limited to the January and July billing periods. The City shall have no responsibility to counsel employees regarding the advisability of election or waiver of coverage. The opportunity to receive payment for waiver of coverage shall be limited to those employees who were either taking the City's insurance coverage on, or hired after, the effective date of this agreement.

- I. The same provision for the election of the waiver of insurance shall be made available to retirees, effective upon the execution of this agreement.

ARTICLE XXVIII. RETIREMENT

- A. Effective January 1, 1995, the City shall maintain the Command Officers only in the Michigan Municipal Employees Retirement System (MERS) Plan B-4, including the waiver allowing retirement at age 55 without penalty as contained within paragraph 47f of the Retirement Act No. 135. Effective January 1, 1995, Command Officers shall contribute 5% of their gross pay towards the retirement benefit.
- B. The City shall continue the same Blue Cross/Blue Shield employee coverage as is provided for active employees, for Command Officers and their spouse from the date of retirement until they become eligible for Medicare/Medicaid; upon attaining eligibility for Medicare/Medicaid, the City shall provide the retiree or his/her spouse the Blue Cross/Blue Shield MM-65 Supplemental Program for Medicare/Medicaid. In the event the retiree or his/her spouse does not become eligible for Medicare/Medicaid, the City shall continue to provide the same coverage as is provided for active employees. The health insurance provided in this section shall be subject to the City's right in Article

XXVII (C). Terms and conditions of the respective policies are controlling. Any disputes with an insurance company over coverage, etc. is not arbitrable under the grievance procedure.

- C. Effective July 1, 1989, for all Command Officers retiring after that date, the City shall maintain the MERS Plan FAC-3 for purposes of computing "final average compensation".
- D. Effective July 1, 1989, for all Command Officers retiring after that date, the City shall each and every year maintain the MERS Plan E, for purposes of adjusting pension benefits. All Command Officers in the Command Officer Bargaining Unit as of March 3, 2000 (William Allen, Douglas Conciatu, John Kieleszewski and Robert Marshall) who retire under the MERS pension plan after March 3, 2000 shall be eligible for the MERS Plan E-2 each year for purposes of adjusting pension benefits. Any Command Officer entering the Command Officer unit and becoming covered by the Command Officer contract after March 3, 2000 shall be ineligible for and shall not receive the E-2 benefit.
- E. All Command Officers in the Command Officer bargaining unit as of March 3, 2000 who retire under the MERS pension plan after March 3, 2000 may have up to 240 hours of paid compensatory time included in final average compensation (FAC). It is understood that all compensatory time banks shall be paid off by the City within three (3) months after this agreement has been ratified by both principal parties, down to no more than 80 hours. Once the compensatory time banks have been paid off, the maximum cap for all current unit members shall be 80 hours of compensatory time. Any Command Officer entering the Command Officer Unit and becoming covered by the Command Officer contract after March 3, 2000 shall have a maximum cap on compensatory time of 80 hours and no compensatory time payments for such personnel will be included in final average compensation (FAC).

ARTICLE XXIX. SEPARATION

- A. An Officer leaving the service of the City without giving the Public Safety Director at least two weeks notice shall forfeit any right to unused leave. If the Public Safety Director is satisfied such failure was caused by illness or other unavoidable circumstances, making it impossible to give the proper notice, forfeiture of his leave shall be waived.
- B. If any employee leaves the service of the City with two weeks notice, he shall be paid for his accumulated leave.

ARTICLE XXX. WAGE SCALE

- A. Effective January 1, 1993, the wages for a probationary Command Officer shall be based on ten (10%) percent over the final base salary (plus the 6% longevity rolled into base pay) of the highest paid Public Safety Officer. An Officer with more than one (1) year service as a Command Officer shall receive fifteen (15%) percent more than the final base salary (plus the 6% longevity rolled into base pay) of the highest paid Public Safety Officer. Any improvements in benefits or allowances given to Public Safety Officers, shall be given to the Command Officers during the life of this Agreement.

ARTICLE XXXI. LONGEVITY

- A. The City shall pay a years-of service premium to each Officer having five (5) years or more of continuous service but less than ten (10) years in the amount of 4% of base pay, 6% of base pay for ten (10) years or more of service. Each Officer's anniversary date will provide the basis for computation of complete years of service. Such payments shall be made bi-weekly.
- B. Longevity shall be rolled into the base wage at the six (6%) percent level.
- C. The parties recognize that the roll-in of longevity, as described in Section B of this Article, has the effect of increasing the base wage. Towards that end, the parties agree, for purposes of further collective bargaining negotiations and Act 312 arbitrations, when

wages are compared between Huntington Woods command Officers and those in comparable communities, for those cities with longevity, longevity shall be considered along with wages.

ARTICLE XXXII. SAVING CLAUSE

- A. Should any part of this agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, Michigan Employment Relations Commission or other established or to be established governmental tribunal, such invalidation shall not affect the remaining portions of this agreement.

ARTICLE XXXIII. CONTRACTUAL UNDERSTANDING

- A. This agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- B. Nothing in the above paragraph shall be construed to limit the parties from mutually agreeing to discussion of any contract clause.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this _____ day of _____ A.D. _____.

HUNTINGTON WOODS COMMAND OFFICERS UNION
Command Officers Association of Michigan

CITY OF HUNTINGTON WOODS
A Michigan Municipal Corporation

BY: _____

BY: _____

BY: _____

BY: _____

DATE: _____

DATE: _____