

74.92

12/31/91
Extended to 12/31/92
Extended to 12/31/94

PUBLIC SAFETY COMMAND OFFICERS CONTRACT

JANUARY 1, 1989 - DECEMBER 31, 1991

extended to Dec 31, 1992

extended to Dec. 31, 1994

HUNTINGTON WOODS PUBLIC SAFETY COMMAND OFFICERS UNION
AND THE CITY OF HUNTINGTON WOODS

Huntington Woods, City of

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
IV	Agency Shop and Dues Deduction Agreement	3 1
XX	Briefing Pay	24
XIX	Cleaning Allowance	23
XXXIII	Contractual Understanding	36
VIII	Disciplinary Procedure	12
XXV	Emergency Leave	26
XII	Employee Classification	18
VII	Grievance Procedure	7
XXII	Holiday Vacations	25
X	Hours of Work	16
XXIV	Injury Leave	26
XXVII	Insurance	30
V	Joint Responsibilities	6
XXXI	Longevity	35
VI	Management Responsibilities	6
XVII	Medical Examinations	21
XV	Meetings	19
XIV	Outside Employment	19
XI	Overtime	17
XXIII	Personal Business Day	25
I	Purpose and Intent	1
II	Recognition	2
III	Representation	2
XIII	Residency	19
XXXIII	Retirement	33
XXXII	Savings Clause	36
IX	Seniority	13
XXIX	Separation	34
XXVI	Sick Leave	27
XVI	Training and Development	20
XVIII	Uniforms	23
XXI	Vacations	24
XXX	Wage Scale	35

AGREEMENT

This agreement is entered into between the City of Huntington Woods, a Michigan Municipal Corporation, hereinafter referred to as the "City", and the Huntington Woods Public Safety Command Officers Association, American Federation of State, County and Municipal Employees Union Local 3075, A.F.L. - C.I.O. and Council No. 25, existing under the laws of the State of Michigan, hereinafter referred to as the "Union". This agreement is entered into this May 9, 1989 upon execution by both parties. The agreement shall become effective January 1, 1989, and shall remain in effect until December 31, 1991 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 of Huntington Woods 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 the feminine.

Article II. RECOGNITION

- A. The City of Huntington Woods recognizes the Huntington Woods Public Safety Command Officers Association, American Federation of State, County and Municipal Employees Union Local 3075, A.F.L. - C.I.O. and Council No. 25 as the sole and exclusive bargaining agent, to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended 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. Agency Shop

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 deduction 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 that 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, registered mail return receipt requested.

d. Upon receipt of such written notice, the employer shall within five (5) working day, 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, demands, 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 unreasona-

ble.

- 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

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.
- C. 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.
- D. 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.
- E. 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.

- F. No decision in any one case shall require a retroactive wage adjustment in any other case.
- G.
 - 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.
- H. 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.
- I. 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.
- J. Any notice of disciplinary and discharge action taken and the reasons therefore shall be in writing.
- K. 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.

L. 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 requalify 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 requalifying 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 requalifying 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. "Requalify" 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 "requalify", 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 requalifying for work. Any dispute between the City and 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. 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.

Article XI. OVERTIME

- A. 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, except Command Officers working a fire shift who shall be paid time and one-half for all hours worked in excess of twenty-four (24) consecutive hours or fifty-three (53) hours per week, 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.
- B. 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

- C. The above proration shall also be applicable for periods where over one (1) hour is worked.
- D. Command Officers called to duty or on a twenty-four (24) hour shift outside their scheduled shift hours shall have their rate of pay for the 24 hour shift based on a 53 hour work week at one and one-half time. This method of computation shall not effect Section B 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.

Article XIII. RESIDENCY

- A. Officers promoted to Command Officer positions after January 1, 1977, shall be required to reside within a ten (10) mile radius of the Public Safety Building.
- B. Officers in Command positions as of January 1, 1977, shall be excluded from the above residency requirement.

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 of a Com-

mand 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 Offi-

cer 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 1. 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 Day, Easter, Employee's Birthday, and Christmas Eve. 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 two 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 leave 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. a. The amount of time to be allowed an employee for sick leave may, if not used during the year earned, be accumulated until a total of forty-five (45) days is reached and may be kept to his/her credit for future sick leave with pay. When an employee has accumulated 45 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.
- b. Those employees with more than forty-five (45) sick days accumulated upon the execution of this agreement, may be paid for 100% of the excess days at the rate it was earned or the hourly rate in effect on January 1, 1984, whichever is higher. Eligible employees may elect to defer payment for the excess sick leave up to and until December 31, 1991. Such deferral shall not be entitled to any interest and may not be converted back in to sick days. Election of this deferral shall be made on a standard form prepared by the City Manager and shall indicate the value of the payment to be deferred. A copy of this standard form shall be given to all employees at the

time of the election.

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.
- B. The City shall maintain hospitalization insurance for the Officer and his family. The current plan coverage is Blue Cross/Blue Shield Comprehensive Hospital, room option MVF-I, Riders FC, SD, prescription drugs \$2.00 and master medical option 3. Effective sixty (60) days after the execution of this agreement, the hospitalization plan coverage shall be modified to include the Blue Cross/Blue Shield DRI-275 Rider which requires a \$275/\$550 deductible for single/family coverage for Blue Cross/Blue Shield charges. Employees will be responsible for the first \$275 of the annual deductible; the City will pay the cost for any deductible charges over \$275 annually. Employees may elect to charge their sick bank to pay their portion of the cost of the hospital deductible.

This election shall be done annually during the month of December.

- C. The City and Union agree that at any time alternate health insurance plans to Blue Cross/Blue Shield or Canada Life 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. The City will implement a long term disability policy for all Command Officers. Said policy is to have the following level of benefits: 67% of base pay up to a maximum monthly benefit of \$2,000.00, following a sixty (60) day waiting period. Each employee shall be given a certificate or policy describing in detail the coverage.

- 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. Effective upon the execution of this agreement, 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 \$750.00 each year for every year that the employee waives City provided coverage. Payments 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 October. 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 executive of this agreement.

Article XXVIII. RETIREMENT

- A. The City shall maintain the Command Officers only, in the Michigan Municipal Employees Retirement System (MERS) Plan B-2, effective July 1, 1984, including the waiver allowing retirement at age 55 without penalty as contained within paragraph 47f of the Retirement Act No. 135. Effective July 1, 1989, the City shall maintain the Command Officers retiring after that date in the MERS Plan B-3, including the waiver allowing retirement at age 55 without penalty as contained within paragraph 47f of the Retirement Act No. 135.

- 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.

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

Wages for a probationary Command Officer shall be based on 5% less than a Command Officer with more than one year of service. Command Officers with more than one year service as a Command Officer shall receive the wages set forth below in section A. Any improvements in benefits or allowances given to the Public Safety Officers shall be given to the Command Officers during the life of this agreement.

- A. The wages for Command Officers are as follows:

1. Effective January 1, 1989 a roll-in of 6% longevity and a 4% increase in wages - \$42,155.45
2. Effective January 1, 1990 a 4% increase - \$43,841.67
3. Effective January 1, 1991 a 4% increase - \$45,595.34

- B. The Command Officer holding the position of Detective shall receive a \$2,000.00 allowance, less applicable deductions and taxes as required by law. The allowance shall be paid in the first regular pay period in January for the previous calendar year. In the event a Command Officer works only a portion of a calendar year in the Detective position, he shall receive an annual pro-rated allowance based on the number of days he worked as a Detective. In no event shall the City's total liability for the Detective allowance exceed \$2,000.00 for any calendar year.

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. Effective upon the first pay period after the execution of the agreement, longevity shall be rolled in to 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 9th day of May A.D. 1989.

HUNTINGTON WOODS PUBLIC SAFETY
COMMAND OFFICERS ASSOCIATION
American Federation of State,
County and Municipal Employees
Union Local 3075, A.F.L.-C.I.O.
and Council 25

CITY OF HUNTINGTON WOODS
A Michigan Municipal
Corporation

BY: Robert E. Lungs

BY: Ronald J. Gilman

BY: Thomas J. Smith

BY: Neil W. White

DATE: 5/9/89

DATE: 5/9/89

LETTER OF UNDERSTANDING

Sgt. Lynch - Retirement

Sergeant Thomas Lynch may elect to take the following action:

1. Purchase at his sole cost, the "service credit" time as defined by the Michigan Municipal Employee Retirement System, P.A. 427 of 1984 for the time he served as a dispatcher for the City of Huntington Woods.
2. Independent of paragraph (1), Sergeant Lynch may purchase the "service credit" time, as defined by the Michigan Employee Retirement System, P.A. 427 of 1984, for the time he served in the United States Military and any other service time that may be applied to retirement. If Sergeant Lynch elects this option, the City shall contribute \$5,500.00 towards the cost of purchasing this military service time. In the event the cost of purchasing the military time service time exceeds the total of the City's contribution of \$5,500.00 Sgt. Lynch shall solely be responsible for paying the difference.
3. The cost of purchasing Sergeant Lynch's dispatcher and military service time shall be solely determined by the Michigan Municipal Employment Retirement System and shall not be subject to the Grievance Procedure of this agreement.
4. This agreement shall not be considered as precedent for any other individual and shall expire on December 31, 1989.

HUNTINGTON WOODS PUBLIC SAFETY
COMMAND OFFICERS ASSOCIATION
American Federation of State,
County and Municipal Employees
Union Local 3075, A.F.L.-C.I.O.
and Council 25

CITY OF HUNTINGTON WOODS
A Michigan Municipal
Corporation

BY: Robert R. Loung

BY: Ronald J. Gillham

BY: Thomas J. Smith

BY: Michael J. [Signature]

DATE: 5/9/89

DATE: 5/9/89

LETTER OF UNDERSTANDING
Contract Extension

The City of Huntington Woods and the Huntington Woods's Public Safety Command Officers Association agree to extend the contract one (1) year, from January 1, 1988 - December 31, 1988, on the same terms and conditions as the January 1, 1982 to December 31, 1984 contract, as extended for January 1, 1985 to December 31, 1987, subject to the following changes:

1. Retroactive to January 1, 1988, each Sergeant shall receive a 4% wage increase.
2. The sergeant assigned to the Detective position shall receive an additional allowance of \$2,000.00, less applicable deductions and taxes, as required by law.

HUNTINGTON WOODS PUBLIC SAFETY
COMMAND OFFICERS ASSOCIATION
American Federation of State,
County and Municipal Employees
Union Local 3075, A.F.L.-C.I.O.
and Council 25

CITY OF HUNTINGTON WOODS
A Michigan Municipal
Corporation

BY: Robert R. Young

BY: Ronald J. Gillham

BY: Thomas J. Ford

BY: Michael J. [Signature]

DATE: 5/9/89

DATE: 5/9/89

LETTER OF UNDERSTANDING
Shift Selection

Command Officers shall have the right to select their shift assignments (detective, shift commander, and relief lieutenant) by seniority. The shift selection shall be made no later than December 1st for the upcoming year. For 1989, such selection shall be made within 30 days after the execution of this agreement. Shift selection shall be subject to the Command Officers meeting minimum qualifications required for the desired shift as determined by the Public Safety Director. The determination of the minimum qualifications by the Public Safety Director shall be not be subject to the grievance procedure. If after the selection of shifts the Public Safety Director determines that a Command Officer is unable to perform the duties of the shift selected, the Public Safety Director shall have the right to reassign shifts for the balance of the calendar year.

HUNTINGTON WOODS PUBLIC SAFETY
COMMAND OFFICERS ASSOCIATION
American Federation of State,
County and Municipal Employees
Union Local 3075, A.F.L.-C.I.O.
and Council 25

CITY OF HUNTINGTON WOODS
A Michigan Municipal
Corporation

BY: Robert R. Loungr

BY: Ronald J. Allan

BY: Thomas J. Smith

BY: William R. [Signature]

DATE: 5/9/89

DATE: 5/9/89

LETTER OF UNDERSTANDING
PURCHASE OF SERVICE CREDITS

The City Commission will pass a retirement resolution for any Command Officer to purchase "service credit" as defined in section 38.1506 and 38.1509 of P.A. 1984, No. 427, as amended for time served in military, or other public agencies at no cost to the City.

HUNTINGTON WOODS PUBLIC SAFETY
COMMAND OFFICERS ASSOCIATION
American Federation of State,
County and Municipal Employees
Union Local 3075, A.F.L.-C.I.O.
and Council 25

CITY OF HUNTINGTON WOODS
A Michigan Municipal
Corporation

BY: Robert R. Young

BY: Ronald J. Gillman

BY: Thomas J. Smith

BY: William J. [Signature]



City of
**Huntington
Woods**
Michigan

26815 SCOTIA ROAD • 48070-1199 • TELEPHONE (313) 541-4300

MARK WOLLENWEBER
CITY MANAGER

RONALD F. GILLHAM
MAYOR

MAYOR PRO TEM
GORDON L. HASSIG

COMMISSIONERS
HARRY HOWES
GILDA Z. JACOBS
MICHAEL J. LAVOIE

CITY OF HUNTINGTON WOODS

OAKLAND COUNTY

MICHIGAN

RESOLUTION #89

Moved by Commissioner Lavoie and supported by Commissioner Howes that the City Commission approve the January 1, 1988 - December 31, 1991 contract between the City of Huntington Woods and the Public Safety Command Officers Union. The Mayor and City Manager are authorized to sign the contract.

Upon said resolution being put to a vote, the Commission voted thereupon as follows:

AYES: Mayor Gillham, Commrs. Howes, Hassig, Lavoie, Jacobs

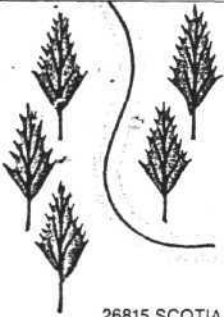
NAYS: None

ABSENT: None

The Mayor thereupon declared said resolution adopted.

I, Mark Wollenweber, City Clerk of the City of Huntington Woods, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Huntington Woods City Commission at a regular meeting held on May 9, 1989.

Mark Wollenweber, City Clerk



City of
**Huntington
Woods**
Michigan

26815 SCOTIA ROAD • 48070-1199 • TELEPHONE (313) 541-4300

MARK WOLLENWEBER
CITY MANAGER

RONALD F. GILLHAM
MAYOR

MAYOR PRO TEM
GORDON L. HASSIG

COMMISSIONERS
HARRY HOWES
GILDA Z. JACOBS
MICHAEL J. LAVOIE

CITY OF HUNTINGTON WOODS

OAKLAND COUNTY

MICHIGAN

RESOLUTION #89

Moved by Commissioner Lavoie and supported by Commissioner Howes that the following resolution be adopted:

WHEREAS, the City of Huntington Woods is a participating municipality of the Michigan Municipal Employees' Retirement System, established by Act. No. 135, now known as Act. No. 427, P.A. of 1945, as amended; and

WHEREAS, Act. No. 135, now known as Act. No. 427, as amended, permits governing bodies to adopt a change in benefit plan for their employees; and

WHEREAS, the Retirement Board has adopted a resolution which permits the election of benefit provisions by recognized bargaining units;

NOW, THEREFORE, BE IT RESOLVED, that the Huntington Woods City Commission of the City of Huntington Woods does hereby elect to cover its employees within the following employee classification - Public Safety Command Officers, who are presently covered under benefit plan B-2, F55, to be covered under benefit plan B-3, F-3 and E, effective July 1, 1989, and

BE IT FURTHER RESOLVED, the James Y. Stewart be removed from the Public Safety Command Officer employee classification #20, and that he be in employee classification #21 with B-2 and F-3 benefit plan.

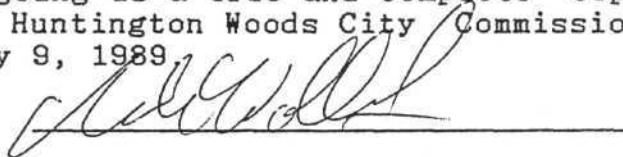
BE IT FURTHER RESOLVED, that the City Clerk shall file a certified copy of this resolution with the Michigan Municipal Employees' Retirement System within ten (10) days after its adoption.

Upon said resolution being put to a vote, the Commission voted thereupon as follows:

AYES: Mayor Gillham, Commrs. Howes, Hassig, Lavoie, Jacobs
NAYS: None
ABSENT: None

The Mayor thereupon declared said resolution adopted.

I, Mark Wollenweber, City Clerk of the City of Huntington Woods, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Huntington Woods City Commission at a regular meeting held on May 9, 1989.

A handwritten signature in cursive script, appearing to read 'Mark Wollenweber', is written over a horizontal line.

Mark Wollenweber, City Clerk

Memorandum of Understanding

It is hereby agreed by the City of Huntington Woods and Huntington Woods Public Safety Command Officers that Compensatory Time may be paid by the City at the exclusive discretion of the City. Compensatory time may be paid to employees under the following terms and conditions:

- (1) either in total or in any fractional amount;
- (2) at any time;
- (3) approval or denial of employee requests for compensatory time payment shall not be subject to the grievance procedure.
- (4) any remaining compensatory time shall be payable upon retirement or termination.

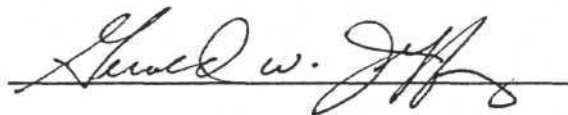
Agreed to September 23, 1991.

For City

For Union



Alex R. Allie
City Manager



Joan R. Peterson
City Clerk



Tentative Agreement

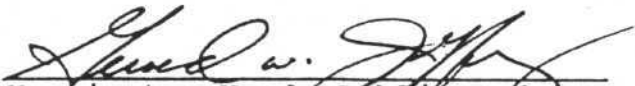
City of Huntington Woods and Huntington Woods Public Safety Command Officers Association (A.F.S.C.M.E. Local 3075, Council 25)

The following is hereby agreed to subject to formal ratification by the Huntington Woods City Commission and Association:

I. That the current labor agreement dated May 9, 1989 is extended to December 31, 1992 with the following modifications:

A. Article XXVI Section 4 (6) Excess sick leave payments deferred until December 31, 1991 shall be deferred until December 31, 1992. This language may be subject to collective bargaining prior to the new deferred date.

B. Article XXX Section A (4) Effective January 1, 1992 a 5% increase - \$47,875.11


Huntington Woods Public Safety
Command Officers Association


City of Huntington Woods

Date 12/10/91

*Ratified by
City Commission
Alex F. Allie*

Extension to 12/31/94

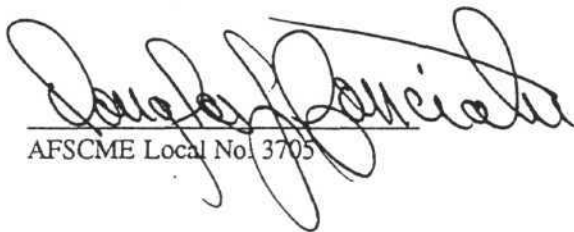
TENTATIVE AGREEMENT

The City of Huntington Woods ("City") and the Huntington Woods Public Safety Command Officers Association, AFSCME Local No. 3075 ("Union"), subject to ratification by the City Council and Union membership, agree as follows:


1. The parties' collective bargaining agreement shall be effective from January 1, 1993 to December 31, 1994. Except as modified in this agreement, the terms of the parties' 1991-92 collective bargaining agreement (including the applicable Letters of Understanding) shall remain in effect.
2. 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 Public Safety Officer.
3. Effective January 1, 1995, the Command Officers' pension multiplier shall be increased to MERS B-4. Effective January 1, 1995, Command Officers shall contribute 5% of their gross pay towards the retirement benefit.
4. 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.
5. The parties' current method of computing overtime (using an hourly rate based upon a 53 hour work week) shall remain in effect, unless the City's collective bargaining agreement with the public safety officers, which commences July 1, 1994, provides that overtime for employees who work a twenty-four (24) hour shift outside of his scheduled hours, shall be paid overtime based on an overtime rate computed on a forty (40) hour work week. In that event, the Command Officers' overtime for twenty-four (24) hour shifts shall be computed on a forty hour (40) work week basis.

Huntington Woods, City of

6. 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 drug rider and a \$50/\$100 deductible for single person/family, respectively.
7. Within sixty (60) days after execution of the parties' collective bargaining agreement, the maximum accumulation for sick leave shall be increased from forty-five (45) days to one hundred (100) days and the long-term disability insurance shall be changed to the level covering PSO's at the time that this agreement is executed (180 day waiting period, 70%, \$3,500 maximum).
8. Effective upon the ratification of this agreement, the Union shall withdraw its pending unfair labor practice charge (as amended) with prejudice.



AFSCME Local No. 3705



City of Huntington Woods
Its: City Manager