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COPY

PUBLIC SAFETY OFFICER CONTRACT
BETWEEN
POLICE OFFICERS ASSOCIATION OF MICHIGAN
and
THE CITY OF HUNTINGTON WOODS
JUNE 7, 1990 - JUNE 30, 1992

Huntington Woods, City of

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AGREEMENT

This Agreement is entered into between the City of Huntington Woods, a Michigan Municipal Corporation (hereinafter referred to as the "City"), and the Police Officers Association of Michigan (hereinafter referred to as the "Union"), existing under the laws of the State of Michigan. This Agreement shall become effective June 7, 1990, and shall remain in effect until June 30, 1992 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 depend 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 Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

ARTICLE II

RECOGNITION

A. The City of Huntington Woods recognizes the Police Officers Association of Michigan 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 uniformed Public Safety Officers below the rank of Sergeant, Lieutenant and Detective. 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 three members.

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 or her membership in the Union, or because of his or her acting as an officer or in any other capacity in 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 of the Police Officers Association of Michigan, 28815 West Eight Mile Road, Livonia, Michigan, 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. Any representation fee shall be conditioned in accordance with applicable law.
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 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 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 City that the employee has elected not to join the Union or pay the representation fee the City shall:
 - i. Notify the employee of the provisions of this agreement.

ARTICLE V

DEFINITIONS

A. Employee or Officer - A permanent employee or officer, when used in this Agreement, shall include all male and female employees performing the duties of a sworn Public Safety Officer, who are represented by the Union and the Bargaining Unit as described in Article II, and have passed their probationary period. Where appropriate in this Agreement, the specification of the masculine gender implies the feminine.

B. Director - The term "Director," when used in this Agreement, shall mean the Chief Executive and Administrative Officer of the Department or authorized Designee.

C. Command Officers - The term "Command Officer," when used in this Agreement, shall mean officers with the rank of Sergeant, Lieutenant, Detective or above.

D. Work Schedule - The term "work schedule," when used in this Agreement, shall mean the published assignment of hours or work for Public Safety Officers.

E. Shift - The term "shift," when used in this Agreement, shall refer to the three shifts which are arranged in each calendar day as follows:

First Shift	(Midnight Shift)
Second Shift	(Day Shift)
Third Shift	(Afternoon Shift)

F. Fire Shift - The term "Fire Shift," when used in this Agreement, shall refer to a work assignment of twenty-four (24) consecutive hours.

G: Work Week - The term "Work Week," when used in this Agreement, shall mean any week beginning on Monday at 8:00 am. and continuing through until the following Monday at 8:00 a.m.

H. Grievance - The term "Grievance," when used in this Agreement, shall mean any dispute, controversy, or difference with respect to or on account of, the meaning, interpretation, or application of this agreement or any Agreement or any term or provision thereof.

I. Rules and Regulations - The term "Rules and Regulations," when used in this Agreement, shall refer to the Rules and Regulations as published by the Department of Public Safety to the direction and guidance of Public Safety Officers in the performance of their duties.

J. Shift Premium Pay - The term "Shift Differential Pay," when used in this Agreement, shall refer to compensation paid to officers required to work the midnight shifts.

K. Retirement System - The term "Retirement System," when used in this Agreement, shall refer to the Michigan Municipal Employees Retirement System (MERS).

L. Call-In Pay - The term "Call-In Pay," when used in this Agreement, shall refer to the payment of money or compensatory time for work assigned by the Director, or his or

her designated representative, or for court time, and performed by an Officer at a time disconnected from his or her normal prescheduled hours of work, at the prevailing contractual rates of pay.

M. Separation - The term "Separation," when used in this Agreement, shall mean termination of employment with the City of Huntington Woods due to resignation, layoff or retirement.

N. Seniority - The term "Seniority," when used in this Agreement, shall be defined as the total length of continuous service with the Department of Public Safety, and shall date from the date of hiring of the employees.

O. Probationary Officer - The term "Probationary Officer," when used in this Agreement, shall refer to officers having less than one (1) year's service with the Department of Public Safety. Probationary Officers shall not acquire seniority during the probationary period, but at the end of such period the employee shall acquire seniority from the date hired.

P. Union - The term "Union," when used in this Agreement, shall mean the Police Officers Association of Michigan as representative for all permanent Public Safety Officers below the rank of Sergeant, Lieutenant and Detective.

ARTICLE VI

JOINT RESPONSIBILITIES

A. Neither the Union nor any member of the Bargaining Unit shall cause or take part in any strike, sympathy strike, concerted failure to report for work, slowdown, work stoppage or interference with the operation of the City, 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. In the event of a work stoppage or other curtailment, the Union immediately after receipt of written notice by the City, shall instruct the involved employees in writing that their conduct is in violation of the Agreement and contrary to law.

B. The City will not lock out any employee during the term of this Agreement, or during any period of time during which negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement.

ARTICLE VII

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 rights 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, together with the selection, procurement, designing, engineering 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.

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:

1. To establish work schedules.
2. To manage its affairs efficiently and economically, including the determination of quantity or quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any supportive services

- used in Public Safety Operation, materials or method of operation.
3. To hire, assign and lay off employees, subject to applicable provisions in this Agreement.
 4. To permit City Employees not included in the Bargaining Unit to perform Bargaining Unit work when Bargaining Unit members are not available and such services are necessary for the conduct of Public Safety functions. Nothing herein shall be construed to alter the past practice concerning the use of auxiliaries, volunteers or non-public safety City employees.
 5. To establish, change, combine or discontinue job classifications; subject to applicable provisions in this Agreement.
 6. To adopt, revise and enforce working rules and to carry out cost and general effectiveness improvement programs; provided, however, that the application or enforcement of said working rules and regulations shall be subject to the Grievance Procedure.
 7. To select employees for promotion or transfer to supervisory or other positions

and to determine the qualifications and competence of employees to perform available work as provided for in this Agreement, and the Rules and Regulations of the City, and such other policies adopted by the City.

8. To relieve employees from duty because of lack of work. In lieu of laying off personnel, the City Manager may offer an employee a different classification. Further, the Employer may hold open or eliminate a position created by a vacancy and need not fill vacancies of authorized positions and/or classifications once they have become vacant because of reassignment, retirement, promotion or separation.
9. To establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. It is hereby agreed that the Union and the City will mutually develop such standards, and determine procedures for the administration thereof.

10. To purchase, or sell services by contract or otherwise and to enter into mutual aid pacts with other communities.
11. The City agrees to negotiate changes in working conditions, should any services be contracted to other cities.

ARTICLE VIII

GRIEVANCE PROCEDURE

The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Should a difference arise between the City 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 take up the matter with his or her shift commander or other designated supervisor as the case may be. The employee may have his or her representative present during the discussion. If the matter is not satisfactorily resolved, the grievance shall be reduced to writing and signed by the Union. The written grievance shall be

submitted to the Director of Public Safety within five (5) working days, Monday through Friday, of its occurrence - or it 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 ten (10) working days, Monday through Friday. The decision of the 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 Union and grievant are not satisfied with the decision at Step 2, the representative of the Union 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 Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within five (5) working days,

Monday through Friday, it will be considered closed on the basis of the last disposition.

- B. The City Manager shall meet with the representative and grievant. Each may have outside representatives at such meeting or at the Step 2 meeting, with notice to the other.
- C. The City Manager will submit within five (5) working days of any such hearing, Monday through Friday, the City's decision in writing to the Union.

STEP 4 - A. In the event the grievance is not settled in Step 3, the Union and grievant shall have the right, within fifteen (15) working days from the date of the City Manager's 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. Such request must be made within fifteen (15) days

from the date of the City Manager's decision in Step 3.

STEP 5 - A. In the event the grievance is not settled in Step 4 above, either the Union shall have the right to appeal the dispute to arbitration. Such appeal must be taken within fifteen (15) working days from the date of the meeting provided for in Step 4 above.

In the event the Union elects to submit the grievance to arbitration, the Union and the City shall first attempt to mutually select an arbitrator. If the City and the Union are unable to select an arbitrator within fifteen (15) working days of the Union's appeal to arbitration, an arbitrator shall be selected from a list provided either by the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. The parties will alternate, with the Union selecting first, which organization shall provide the list of proposed arbitrators.

B. It shall be the function of the arbitrator, and he or she shall be empowered except as his or 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 or she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He or 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 scale set forth in this Agreement.
3. He or she shall have no power to change any practice, policy, or rule of the City nor to substitute his or her judgment for that of the City as to the reasonableness of any such practice, policy, rule, or any action taken by the City. His or 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 or 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.

- 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 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 in 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 or her regular rate, less any compensation he or she 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 therefor 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 in this Article shall be strictly applied; however, they may be extended by mutual agreement for good cause shown.

ARTICLE IX

DISCIPLINE AND SELF-INCRIMINATION

A. A written reprimand, suspension, or discharge of an officer shall be deemed a disciplinary action for purposes of this procedure.

B. 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 his or her Command Officer or the Director. The officer shall have twenty-four hours after such meeting to make the written statement.

C. An officer shall have the right to request a union representative to accompany him or her at all levels of disciplinary procedure except in circumstances requiring immediate disciplinary action.

D. An officer subject to a 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 Director.

E. 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 or her personnel file of a disciplinary nature.

F. Management may conduct investigations of alleged misconduct by an employee and require a member of the Bargaining Unit to submit written reports, either by general or

specific order. If any report shows or tends to show that the employee submitting the report has committed a crime, the use of such report will be subject to the following:

1. The report may not be used at any stage (Grand Jury or Trial) in any criminal proceedings against the employee.
2. The report may be used by Management in taking action and in defending such action with respect to discharge or discipline of the employee.
3. Failure of the employee to complete the report may result in disciplinary action.

G. In the interest of fair and expeditious corrective action, an employee who has allegedly committed a violation of a minor nature regarding his or her performance may be interviewed by the Director of Public Safety prior to orally correcting and counselling said employee. Corrective counselling shall not be considered disciplinary action.

H. A formal charge of misconduct shall be in written form stating the alleged violation against an employee. When an employee is charged with misconduct which may result in suspension, reduction or dismissal, with any reasonable time, prior to any hearing, he or she shall be given a copy of written and signed charges stating the charges and specifications and advising him or her of his or her right to be represented at any appearance before an investigator or an

investigative body. Discovery shall be available prior to any disciplinary hearing of the evidence to be presented at such hearing. Should any new evidence develop during the hearing, a continuance will be granted so that the new evidence may be reviewed by the officer or his or her representative.

I. Signatures of employees shall be required on performance evaluations and such signing will only mean the employee has read the evaluation. No subsequent evaluative comments may be made on record copies once signed by the employee.

J. Unsubstantiated or unproven allegations of misconduct made against an employee and appearing in the files of the Department shall not be used in a disciplinary action nor be voluntarily shared outside of the Department of Public Safety.

K. A law enforcement officer shall not be required or requested to disclose an item of property, income, assets, source of income, debts, or personal or domestic expenditures, including those of a member of the officer's immediate family or household, unless that information is necessary to investigate a possible conflict of interest with respect to the performance of the officer's official duties.

ARTICLE X

SENIORITY

A. Seniority of a new officer shall be commenced after the officer has completed his or her probation period of

one (1) year and shall be from the date of employment. An employee shall forfeit his or her seniority rights and his or her employment shall be terminated for the following:

1. He or she is dismissed for just cause and is not reinstated.
2. If he or she is absent without leave for three (3) consecutive days without justifiable reason, at which time his employment shall be considered voluntarily terminated also.
3. He or she retires or resigns.
4. He or she gives a false reason to obtain a leave.
5. Seniority shall terminate with exhaustion of leave time, subject to Section 8A below.
6. He or she is laid off during the term of this Agreement, continuously, for a period of one (1) year, or a period of equivalent of his or her seniority, whichever is longer, but in no event shall this period exceed 24 months.
7. He or she performs no work in the Department as a result of a disability including an injury or illness covered by workers' compensation for a period of two (2) years or length of service, whichever is less.

8. A. A Public Safety Officer who has exhausted his leave time, due to a disability, but who has recovered and is able to requalify within two (2) calendar years from the last day he actually worked, may exercise his seniority and displace the most junior Public Safety Officer. An employee who has exercised his bumping rights within the two (2) year period shall continue to accumulate seniority while on disability leave. Seniority shall continue to accumulate if he returns to work within two years from the date of disability. The junior Public Safety Officer who is bumped shall not have the right to grieve his displacement.
- B. A Public Safety 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 Public Safety Officer in the Department.

C. In subsections (a) and (b) above, it shall be the former employees' obligation to make application and to requalify. Upon appointment, previous service credits (excluding the two (2) year period as provided in subsection (a) shall be used in computing seniority for the purpose of earning benefits.

9. Separation upon settlement covering total disability.

10. Failure to return to work or respond in a timely manner following notice of recall. Upon receipt of notice of recall, the employee shall advise the City within three (3) calendar days of his decision whether or not to return to work. If the employee decides to return to work, he must report to work within fourteen (14) days from the date of the receipt of notification, as defined in Section E of this Article.

B. Choice of vacation shall be on a seniority basis per the needs of the Department.

C. In the event of layoffs of Public Safety Officers, officers shall be laid-off in inverse order of seniority in the Department, but any Command Officer who is

laid-off may bump the Public Safety Officer with the least departmental seniority who also has less total seniority as a City employee than the bumping Command Officer.

D. A "Temporary Layoff" shall be defined as a reduction in work force for a period not to exceed sixty (60) days. An "Indefinite Layoff" shall be defined as a layoff exceeding sixty (60) calendar days off.

- E. 1. Recall of an employee will be by written certified mail, return receipt requested, to the most senior laid off, eligible employee at his last known address on file with the City.
2. Employees are required to notify the City of their proper post office address or change of address. The City shall be entitled to rely upon the address shown upon its records for all purposes.

ARTICLE XI

HOURS OF WORK

- A. 1. 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.

2. Schedules will be posted on the bulletin board on December 15th of each year covering the next calendar year. Officers shall, by seniority, choose a schedule. Schedules shall be posted for 15 calendar days. The employer shall post the new schedule, with the employee's name, on the first of the year.

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:

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 will be paid at the current rate of pay.
4. All hours earned as compensatory time shall be recorded as time earned at time and one half (1-1/2), unless it is used in the same work cycle, which it will be earned at straight time.
5. Prior approval of the Director.
6. In all incidents when overtime is worked to cover compensatory time, the Director shall have the option of determining whether pay shall be in money or time.

E. "18-6 Shift Structure"

1. During the 18-week shift assignment, an employee may use his or her seniority to select his or her shift assignment. Shift selections during the six (6) week assignment will also be made by seniority except that an employee must attempt to select a shift assignment that he or she has not previously had until he or she rotates through all shifts.
2. These selections by seniority will be allowed in keeping with departmental needs

and requirements for training new officers and retraining current officers.

3. Since there is a possibility of lost time as employees readjust their shifts at the points of change, the City will make sincere efforts to accomplish these changes with a minimum of time lost but will not be responsible for such lost time. Overtime will not be automatically granted during this period.

(F) All of Article XI is subject to compliance with the applicable federal and state wage and hour laws, such as the Fair Labor Standards Act.

ARTICLE XII

OVERTIME

A. Time and one-half pay will be paid for all hours worked in excess of eight (8) hours in any one work day or forty (40) hours in any one work week, except officers working a fire shift who will be paid time and one-half for all hours worked in excess of twenty-four (24) consecutive hours of fifty-four (54) hours per week, averaged over a three week period in conformance with Act 154 of P. A. 1964 as amended being Section 408.384a, Subsection (2) (M.S.A. 17.255). The work week shall start at 8:00 a.m., Monday for purposes 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:

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. A list will be maintained to assure that every reasonable effort will be made to afford equal opportunity in the distribution of overtime.

E. In order to figure the overtime rate, the employee's salary shall be divided by 2080 hours per year and the result will be the hourly rate multiplied by one and one-half times.

F. Overtime will be rotated by calling the officer with the lowest overtime recorded and who is available. The employee will be charged for overtime recorded and who is available. The employee will be charged for overtime he or she works or refuses to work.

ARTICLE XIII

EMPLOYEE CLASSIFICATION

A. Every officer employed by the City will be a probationary employee for a period of one (1) year from the initial date of employment.

B. During the probationary period the employee accumulates annual and sick leave but is not entitled to use these benefits until he or she has completed six months of employment.

C. Upon completion of the probationary period an employee shall be considered a regular employee.

D. Officers shall perform all Public Safety Officer duties as assigned by Command Officers, the Director of Public Safety and the City Manager.

ARTICLE XIV

RESIDENCY

A. Current members of the bargaining unit shall be permitted to reside outside the City and there shall be no residency requirement for those employees. All members of the bargaining unit who shall commence employment with the City after January 1, 1984, shall be permitted to live outside the City within a fifteen (15) mile radius of the City Hall.

ARTICLE XV

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.

ARTICLE XVI

ROAD PATROL

A. A minimum of two (2) officers will be assigned to road patrol duty at all times between the hours of 8 p.m. - 8 a.m. unless overtime pay would be required. The City is excused from compliance with this provision during periods of time when overtime pay would be required.

ARTICLE XVII

MEETINGS

A. The Union may schedule meetings on City property insofar as such meetings are not disruptive of 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 Chief. Reasonable effort will be made to relieve personnel who may be working, for such meetings.

ARTICLE XVIII

TRAINING AND DEVELOPMENT

A. In order to maintain a professional department the City promotes policies and programs designed to provide training for Public Safety Officers to enable them to better serve the community.

B. To the extent possible, the City agrees to send officers to the various police and fire schools.

C. Tuition paid by officers to Michigan colleges or universities for courses in the fields of law enforcement and criminal justice 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 in the case of officers enrolled as of January 1, 1986, as candidates for undergraduate or advanced degrees.
2. Both schools and courses must be approved in writing by the Director of Public Safety 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 or 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 or her 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 an eight (8) hour shift or twenty-four (24) hours, if working a twenty-four (24) hour shift.

F. All officers will attend in-service training programs. Any officer unable to attend because of sickness, emergency, or leave status shall notify the Director in advance stating the reason as to why he or 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 an officer's regular hourly rate of pay.

ARTICLE XIX

MEDICAL EXAMINATION

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

examination of any Public Safety Officer. Any 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 Director of Public Safety may, upon good cause being shown, request any Public Safety Officer to submit to a psychiatric examination. Psychiatric examinations may be requested of an Officer, when, in the opinion of the Director of Public Safety, the Officer's conduct or behavior is detrimental to the safety of any person.

C. Should any Officer, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Public Safety Officer, such Officer shall be immediately relieved of duty until certified able to return to duty by a physician of the City's choosing. The selected officer may, at his or her own expense, obtain an independent medical or psychiatric examination by a physician of his or her 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 Officer's physician, shall cause an examination to be made, and his or her opinion shall be binding on both parties. Should any 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 officer is unable to perform the normal duties of a Public

Safety Officer, and said physician shall prescribe a course of diet, exercise or both to return said officer to normal weight and condition, said officer shall not be relieved of duty so long as he or she 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 Officer or his or her 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 Officer. For regularly scheduled physical examinations, the Officer may desire to have his or 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 Officer shall make the results of such examination available to the City.

ARTICLE XX

UNIFORMS

A. The City shall provide and maintain all uniforms required to be worn by the uniformed employees. During the month of July each year, the City will order replacement uniforms.

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 November, for special equipment used in the performance of Public Safety activities. For new Officers the amount will be pro-rated in accordance with the actual number of months worked.

ARTICLE XXI

CLEANING ALLOWANCE

A. The City shall pay to each officer a uniform cleaning allowance of \$350.00 per year, payable one-half (\$175.00) on 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 a Public Safety Officer, the cleaning allowance shall be prorated in accordance with the actual number of months worked.

ARTICLE XXII

BRIEFING PAY AND SHIFT PREMIUM

A. The City shall pay to each officer who works, a premium of \$400.00 per year, payable one-half (\$200.00) the first payday of August and the final one-half (\$200.00) the first payday of December. In the instance of any Officer not employed for the full year as a Public Safety Officer, the amount shall be prorated in accordance with the actual number of months worked.

B. Effective upon the date of the execution of this Agreement, each officer who works a midnight shift shall be paid a \$2.00 flat rate shift premium, for each night actually worked, to a maximum of \$520.00 per calendar year. Payment shall be made in the first pay period in January for the preceding calendar year.

ARTICLE XXIII

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. An additional day shall be granted an officer who has reached fifteen (15) years service on or before January 1, and one (1) more day per year thereafter with a maximum of five (5) additional days after nineteen (19) years. This leave shall be taken as consecutive days.

B. 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 Director. Request for vacation must be made in writing to the Director on or before January 30th of the calendar year in which the vacation is to be taken.

C. Vacations earned during one calendar year shall be taken during the next calendar year.

D. Two (2) officers shall be permitted to take vacation leave at the same time during the course of a calendar year.

E. The vacation must be taken as seventeen (17) consecutive calendar days.

ARTICLE XXIV

HOLIDAY VACATIONS

A. An employee with one 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, Employee's Birthday, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, Easter, and Christmas Eve. An employee with less than one full year of service prior to January 1st will be granted a holiday leave equal to the number of holidays that fell during the period of employment.

B. The holiday leave shall be taken as twelve (12) consecutive calendar days. However, the leave may be taken as nine (9) or seven (7) consecutive calendar days with the additional number of holiday leave days being taken as consecutive calendar days.

C. An officer working an eight (8) hour shift (40 hours a week) shall not be penalized those leave days falling within the seven (7) day holiday leave.

D. Exception to the above may be taken with the approval of the Director.

E. Any holiday leave may be taken in straight-time pay with permission of the Director, to be paid the first pay in November and/or converted to equal hours of compensatory time.

ARTICLE XXV

PERSONAL BUSINESS DAY

A. Two leave days per year shall be granted to each officer to attend to personal business. Only one of these personal business days may be taken while the officer is on the 24 hour shift, if the officers are not working the 24 hour shift a majority of the year.

ARTICLE XXVI

INJURY LEAVE

A. Each officer who is unable to work as the result of an injury incurred in the performance of his or her job shall receive pay during such disability as follows:

1. During the first seven (7) days the City shall pay the employee his 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 or her insurance benefits and his or her weekly wage while he or 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 or her injury to his or her immediate supervisor or designee as soon as possible and make himself or herself available for first aid.

ARTICLE XXVII

EMERGENCY LEAVE

A. In case of death or serious illness in his or 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, parent-in-law, grandparent, grandparent-in-law, or stepfamily members.

B. For the death of a relative other than the immediate family, which because of extenuating circumstances an Officer may need time off, the 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 or her spouse is delivering a baby or during the period of confinement immediately thereafter, or to receive delivery of an adopted child.

ARTICLE XXVIII

SICK LEAVE

A. Sick leave shall be allowed only as provided in this Article. Absence from duty because of inability to perform duties due to illness shall be granted by the City Manager, upon the recommendation of the department head, when in his or her opinion he or she feels that it is warranted, and subject to the following conditions:

1. A regular employee shall accrue sick leave at the regular rate of one 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 or 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. 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 100 days is reached and may be kept to his or her credit for future sick leave with pay. 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 50% the employee's regular pay. After January 1, 1984, each employee shall receive credit for accumulated sick leave days at the rate earned.

4. A written authentication of illness of 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 exceeding two (2) consecutive work days.
5. The Director of Public Safety may require a doctor's certificate of illness as a condition precedent to allowing payment of sick leave whenever any officer shall be off duty on sick leave for two (2) days or less and such occurrences shall occur more than five (5) times in any calendar year. Such action shall be discretionary with the

Director of Public Safety and this policy shall be exercised only when it reasonably appears to the Director of Public Safety that an unwarranted usage of sick time is occurring.

B. After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment therefor 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 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 100 days of unused sick leave shall be cancelled and not paid.

D. To receive sick leave, the employee shall communicate with his department head or designee immediately prior to the time set for beginning work. Failure to do so may be cause for 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 department head and City Manager.

G. 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 injury leave to be used in conjunction with Worker's Compensation Insurance with the approval of the City Manager.

ARTICLE XXIX

INSURANCE

A. The City shall provide a life insurance plan, with accidental death and dismemberment, at one and one-half (1-1/2) times the employee's annual salary to the nearest \$1,000 up to a maximum of \$50,000. Officers shall be eligible to receive this insurance coverage at their date of hire.

B. The City shall maintain hospitalization insurance for an officer and his or her family at no cost to the Officer. An officer shall become eligible for this insurance coverage upon completion of six (6) full months of continuous service. The current plan coverage is Blue Cross/Blue Shield Comprehensive Hospital, room option MVF-1, Riders FC, SD, prescription drugs \$2.00 and master medical option 3. Effective the monthly billing 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 shall provide the retirees and their spouses the insurance described in Section B of this Article from the date of the officer's retirement up to age 70 or until they (the officer or the spouse) become eligible for Medicare-Medicaid, whichever is sooner; at that time, the Employer shall provide the Blue Cross/Blue Shield plan that supplements Medicare-Medicaid. The City's obligation to provide either Blue Cross/Blue Shield coverage or the Blue Cross/Blue Shield Supplementary plan shall continue as long as the retiree or his spouse receives a pension from the Retirement system.

D. The City will provide dental benefits for Public Safety Officers and his or her family at no cost to the Officer as follows: Delta Dental or equal 80/20 co-payment plan of Type I, II and III up to \$600.00 per person per year and Type IV up to \$1,500.00 per life time. An officer shall become eligible for this insurance coverage upon completion of twelve (12) full months of continuous service.

E. The City shall provide optical insurance benefits, Co-Op Optical Plan V for Public Service Officers and their families at no cost to the officer. An officer shall be eligible for this insurance coverage thirty (30) days after the date of hire.

F. A copy of each insurance policy or certificate of benefits will be provided to each employee.

G. The City will implement a long term disability policy for all Public Safety Officers. Said policy is to have the following level of benefits: 67% of base pay up to a maximum monthly benefit of \$2,800, following a one hundred and eighty (180) day waiting period. Each employee shall be given a certificate or policy describing in detail the coverage. During the period of disability, while seniority is in effect, all insurances shall be maintained for the disabled employee at the current levels (see Article 10, Seniority).

H. Subject to Section C above, 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.

ARTICLE XXX

RETIREMENT

A. The City shall maintain the Public Safety Department and the Michigan Municipal Employees Retirement System Plan B-1. The plan will include the waiver of Section 47-F which allows retirement at age 55 without a penalty. The City shall pay 100% of the retirement contribution.

B. Effective on the date of execution of this Agreement, Public Safety Officers retiring after that date, the pension benefits provided in this Article shall be modified to include the MERS B-3 pension multiplier, including the waiver allowing retirement at age 55, without penalty as contained within Paragraph 47f of the Retirement Act No. 135.

C. Effective on the date of execution of this Agreement, for Public Safety Officers retiring after that date, the City shall maintain the MERS Plan FAC-3 for purposes of computing "final average compensation."

D. In consideration for the pension improvements described in Section B, the City shall deduct the actuarial value of the B-3 benefit improvement, which the parties agree is \$1,279, from the signing incentive bonus described in the Letter of Agreement attached to this Agreement. If an officer is not owed at least \$1,279 in the signing incentive bonus, the City shall deduct the outstanding balance from future paychecks at a rate per pay period to be mutually agreed upon between the officer and the City.

ARTICLE XXXI

SEPARATION

A. An Officer leaving the service of the City without giving the Director at least two weeks notice shall forfeit any right to unused leave. If the Director is satisfied such failure was caused by illness or other unavoidable circumstances, making it impossible to give the proper notice, forfeiture of his or her leave shall be waived.

B. If an employee leaves the service of the City with two weeks notice, he or she shall be paid for his or her accumulated leave.

ARTICLE XXXII

WAGE SCALE

A: The Public Safety Officers covered by this Agreement shall receive the following rates of compensation based upon continuous time of service.

<u>EFFECTIVE</u> <u>DATE</u>	<u>6 MTHS</u>	<u>12 MTHS</u>	<u>18 MTHS</u>	<u>24 MTHS</u>	<u>32 MTHS</u>	<u>48 MTHS</u>
7/1/90	\$24,967	\$26,431	\$28,021	\$29,609	\$32,789	\$35,965
1/1/91	\$26,216	\$27,753	\$29,422	\$31,089	\$34,428	\$37,763
1/1/92	\$27,527	\$29,141	\$30,893	\$32,643	\$36,149	\$39,651

ARTICLE XXXIII

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 payment shall be made bi-weekly.

XXXIV

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, the 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 XXXV

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 _____, 1990.

CITY OF HUNTINGTON WOODS,
A Michigan Municipal Corp.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Date:

LETTER OF AGREEMENT

The City agrees to compensate each Public Safety Officer on the payroll as of July 1, 1990, and officers promoted from PSO to Lieutenant within the City, the following amounts based upon hours worked:

1988	-	4%
1989	-	4%
1990	-	through June 30, 1990 - 4%

The parties agree that the Union represented Public Safety Officers Doug Conciatu and William Allen during their negotiations for the 1990-1992 Agreement. In consideration for the increase in the pension multiplier, to MERS Plan B-3, Conciatu and Allen will have \$1,279 deducted from the signing incentive bonus, in the same manner as described in Article XXX, Section D of this Agreement.

CITY OF HUNTINGTON WOODS,
A Michigan Municipal Corp.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN

Date:

