

8893

6/30/93

AGREEMENT
between
CITY OF WALKER
and
WALKER POLICE OFFICERS ASSOCIATION

Walker, City of

July 1, 1990, through June 30, 1993

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

I N D E X

	<u>Section</u>	<u>Page</u>
Agency Shop	2.0	1
Annual Wage and Classification	17.0	18
Arbitrator's Powers	5.2	5
Bargaining Unit	1.0	1
Breach	6.1	6
Callback	8.3	9
Captions	19.4	20
Clothing Allowance	14.2	14
Compensatory Time	8.6	9
Court Time	8.3(a)	9
Credit Hours	16.3	17
Deductions Transmittal	2.2	1
Disability Leave	15.6	16
DISCIPLINARY PROCEDURE		18
Doctor Visits	15.4	15
Dual Employment	19.3	20
Dues Deductions	2.1	1
DURATION		21
Education Allowance	16.0	16
Education Allowance Eligibility	16.1	17
Education Allowance Payment	16.2	17
EDUCATIONAL BENEFITS		16
False Arrest Insurance	11.1	12
Funeral Leave	15.3	11
GRIEVANCE AND ARBITRATION PROCEDURES		3
Grievance Committee	3.1	2
Grievance Definition	5.0	4
Grievance Investigation	3.3	2
Holiday Pay	9.3	10
Holiday Pay Eligibility	9.1	10
Holiday Work	9.2	10
HOLIDAYS		10
HOURS AND OVERTIME		8
Indemnification	2.3	2
INSURANCE		12
Insurance Policies	11.4	12
Layoff and Recall	7.4	7
LONGEVITY		13
Longevity Benefits and Eligibility	12.0	13
Longevity Maximum	12.1	13
Long-Term Disability Insurance	11.3	12
Loss of Seniority	7.3	7
Lost Time	3.5	3
Lunch Periods	8.10	9
Management Rights	4.0	3

	<u>Section</u>	<u>Page</u>
Medical Insurance	11.0	12
MISCELLANEOUS		19
Negotiation Committee	3.0	2
No Lockout	6.2	6
No Strike - No Lockout	6.0	6
Non-Bargaining Unit Employees	7.5	8
Non-employee Representation	3.4	2
Normal Retirement Benefits	13.2	13
Notification	3.2	2
Overtime	8.1	8
Overtime Rotation	8.9	9
Ownership of Property	14.3	15
Pension Eligibility	13.0	13
PENSION PLAN		13
Policies and Procedures	19.0	19
PREAMBLE		1
Premium Pay	8.2	8
Pro-Rata Benefits	19.2	20
PROHIBITIONS		6
Probationary Period	7.2	6
Promotions	19.1	19
RECOGNITION		1
Recognized Holidays	9.0	10
REPRESENTATION		2
RESERVATION OF RIGHTS		3
Retirement Age	13.1	13
Retirement Insurance	13.4	14
Savings Clause	19.6	21
Scheduling Vacations	10.2	11
Selection of Arbitrator	5.1	5
SENIORITY		6
Seniority Definition	7.0	6
Seniority Preferences	7.1	6
Shift Bids	7.6	8
SICK LEAVE		15
Sick Leave Accumulation	15.1	15
Sick Leave Benefits	15.0	15
Sick Leave Pay Out	15.2	15
Term Life Insurance	11.2	12
Termination of Agreement	20.0	21
Terms of the Pension Plan	13.3	14
Time Limitations	5.3	6
Tour of Duty	8.0	8
Training	8.7	9
Uniforms	14.0	14
UNIFORMS AND EQUIPMENT		14
UNION SECURITY AND DUES CHECKOFF		1
Unused Vacation	10.4	12

	<u>Section</u>	<u>Page</u>
Use of Sick Leave	15.5	16
VACATIONS		10
Vacation Benefit	10.0	10
Vacation Benefit Schedule	10.1	11
Vacation Carryover	10.3	11
WAGES AND CLASSIFICATIONS		18
Waiver	19.7	21
Weapons	14.1	14
Worker's Compensation	19.5	20

A G R E E M E N T

AN AGREEMENT made this _____ day of December, 1990, by and between the CITY OF WALKER, hereinafter referred to as the "City" or "Employer," and THE WALKER POLICE OFFICERS ASSOCIATION, hereinafter referred to as the "Association," as follows:

PREAMBLE

It is the intent and purpose of this Agreement to promote a sound and mutually beneficial working relationship between the parties hereto; to provide an orderly and peaceful means of resolving any disputes, differences or misunderstandings which may arise; and to set forth the full Agreement between the parties concerning wages, hours and conditions of employment.

RECOGNITION

Section 1.0. Bargaining Unit. The City recognizes the Association as the exclusive bargaining representative for all full-time Police Officers employed by the City, excluding sergeants, lieutenants, chief, office/clerical employees, and all other employees.

UNION SECURITY AND DUES CHECKOFF

Section 2.0. Agency Shop. All present and future full-time Police Officers shall, as a condition of employment, upon completion of their probationary period, either become a member of the Association or, in the alternative, pay to the Association as a service fee an amount equal to the periodic membership dues and initiation fees uniformly levied against all Association members.

Section 2.1. Dues Deductions. The City shall deduct, once each month, from the pay of each full-time employee covered by this Agreement who has submitted to the City an individually written authorization for such deduction, the amount of Association dues certified to the City by the Treasurer of the Association. It shall be the responsibility of the Association Treasurer to file said authorization with the Personnel Director. The deduction of dues shall be made from the first paycheck in each month and shall cover the prior month.

Section 2.2. Deductions Transmittal. The amount of dues deducted by the City, together with a list of the employees from whom wage deductions have been made, shall be transmitted to the Treasurer

of the Association within a reasonable time after the deductions are made. The Association hereby expressly agrees to collect all special assessments, initiation fees and similar membership charges, and the same shall not be deducted from the employee's wages by the City.

Section 2.3. Indemnification. The Association shall and hereby agrees to indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability which may arise out of or by reason of actions taken by the City in reliance upon certified lists furnished to the City by the Association, or because of any claims arising out of the City's compliance with the provisions of this Article.

REPRESENTATION

Section 3.0. Negotiation Committee. The City agrees to recognize a Negotiation Committee of the Association. The Negotiation Committee shall represent the Association in meetings with the City for the purpose of collective bargaining and shall also act as a Grievance Committee. The Negotiation Committee representing the Association shall be represented by not more than four (4) employees with seniority.

Section 3.1. Grievance Committee. The Grievance Committee of the Association shall act in a representative capacity for the purpose of processing grievances for employees at Step 3 of the Grievance Procedure and thereafter. Said procedure is set out in Article V of this Agreement.

Section 3.2. Notification. The Association agrees to give the Employer written notice of the names of its representatives in accordance with this Agreement before such representatives shall be recognized by the Employer.

Section 3.3. Grievance Investigation. A grievance may be presented in accordance with the grievance procedure. Except for grievances concerning discharge and disciplinary suspension, the investigation, discussion and settlement of a grievance shall be done outside of working hours unless the parties agree that it is necessary to investigate, discuss or settle a particular grievance during working hours. No employee shall leave his work station for the purpose of presenting or processing a grievance without first obtaining permission of his immediate supervisor.

Section 3.4. Non-employee Representation. The Association may have a non-employee representative(s) present at meetings with the Employer at the third (3rd) step of the grievance procedure, during special conferences or contract negotiations.

Section 3.5. Lost Time. The City agrees to pay for all reasonable time lost by an employee from his regularly scheduled working hours while processing a grievance or while in attendance in meetings with Employer representatives for special conferences or contract negotiations, provided, however, the City reserves the right to revoke this benefit in whole or as to any employee if this privilege is being abused. Lost time shall be compensated at the employee's straight time hourly rate.

RESERVATION OF RIGHTS

Section 4.0. Management Rights.

(a) The City Council, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself and its designated representatives when so delegated by the City Commission all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and the United States. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter the budget; to establish classifications of work; to combine or reorganize any part or all of its operations to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the City's facilities; to direct the work force; to assign work and determine the location of work assignments and related work to be performed; to determine the number of employees to be assigned to operations; to establish work standards; to select employees for promotion or transfer to supervisory or other positions; to determine the number of supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. All such rights are vested exclusively in the City and shall not be subject to the grievance and arbitration procedure established in this Agreement.

(b) The City shall also have the right to suspend, discipline or discharge employees for just cause; to transfer, lay off and recall personnel; to establish reasonable work rules and to fix and determine penalties for violations of such rules; to establish and change work schedules and hours; to provide and assign relief

personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the grievance and arbitration procedure set forth in this Agreement.

(c) It is further agreed by the parties that the enumeration of management prerogatives set forth above shall not be deemed to exclude other prerogatives not enumerated and, except as specifically abridged or modified by this Agreement, all of the rights, power and authority possessed by the City prior to the signing of this Agreement are retained by the City and remain within the rights of the City, regardless of whether such rights have or have not been exercised in the past.

GRIEVANCE AND ARBITRATION PROCEDURES

Section 5.0. Grievance Definition. There shall be an earnest effort on the part of the parties to settle disputes and grievances promptly. For the purpose of this Agreement, the term "dispute" means a complaint by an employee concerning the interpretation, application or alleged violation of this Agreement, while the term "grievance" means a dispute which has been reduced to writing in accordance with the procedures hereinafter set forth:

Step 1. Any employee having a dispute shall discuss it with the employee's immediate supervisor within three (3) calendar days after the matter complained of occurred. The supervisor shall reply to the employee within three (3) calendar days thereafter.

Step 2. If the dispute is not resolved in Step 1, it may be reduced to writing on an appropriate form and shall specify the provision(s) of this Agreement alleged to have been violated, the relief sought and a statement of facts giving rise to the grievance. Such grievance shall be dated, signed by the employee and submitted to the Chief of Police within five (5) calendar days following receipt of the supervisor's answer in Step 1. The Chief of Police shall then answer the grievance in writing and submit the answer to the grievant within three (3) calendar days after the receipt of the grievance.

Step 3. If the grievance is not resolved in Step 2, it may be appealed in writing to the City Manager within three (3) calendar days following receipt of the Chief's answer in Step 2. Such appeal shall be dated and shall specify the reason or reasons for the appeal.

Upon receipt of a timely appeal, a meeting between the City Manager and the Grievance Committee shall be held within ten (10) calendar days. The City Manager shall answer the grievance in writing within ten (10) calendar days after such meeting. Either party may have non-employee representatives at the meeting if desired.

Step 4. The Association may appeal the decision of the City Manager on any grievance which is arbitrable by giving the City written notice of its desire to arbitrate within twenty (20) calendar days following receipt of the City Manager's answer in Step 3.

Section 5.1. Selection of Arbitrator. If a timely request for arbitration is filed by the Association, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service. The remaining name shall serve as the arbitrator, whose fees and expenses shall be shared equally by the Association and the City. Each party shall pay the expenses, wages and any other compensation of its own witnesses and representatives.

Section 5.2. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and he shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the City's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement or pass upon the propriety of written warnings administered to employees covered by this Agreement, set any wage rate or specify the terms of a new Agreement. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The arbitrator's decision shall be final and binding upon the Association, the City and employees in the bargaining units, provided, however, that either party may have its legal remedies if the arbitrator exceeds his jurisdiction as provided in this Agreement. Any award of the arbitrator on a grievance involving a continuing violation shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Section 5.3. Time Limitations. The time limits established in this grievance and arbitration procedure shall be followed by the parties and employees hereto. If the Association fails to follow the time limits, the grievance shall be considered settled. If the City fails to follow the time limits, the grievance shall automatically advance to the next step, including arbitration upon written notice. The time limits may be extended, in writing, by mutual agreement of the City Manager and a Grievance Committee member.

PROHIBITIONS

Section 6.0. No Strike - No Lockout. During the term of this Agreement or any extensions thereof, the Association agrees that there will be no strikes, sit-downs, slowdowns, stoppages of work, boycotts, picketing of City property or equipment, or any other interference with the normal operations of the City, nor will there be any observation of or refusal to cross any picket line which may be established at or near the City's property or equipment whether said picket line has been established by the Association or by any other organization.

Section 6.1. Breach. If a strike or other action occurs as prohibited in Section 6.0 of this Article, the Association shall undertake every reasonable means to induce such employees to return to their jobs. It is specifically understood and agreed that the City shall have the authority to discharge or discipline any employee who is engaged in a strike or other prohibited conduct as set forth in Section 6.0 of this Article.

Section 6.2. No Lockout. During the term of this Agreement or any extensions thereof, the City agrees that there will be no lockouts, except that this provision shall not apply in the event a strike or other action occurs as prohibited in Section 6.0 of this Article.

SENIORITY

Section 7.0. Seniority Definition. Seniority shall be defined as an employee's continuous length of service with the City since the employee's last date of hire.

Section 7.1. Seniority Preferences. The application of seniority shall be limited to the preferences recited in this Agreement.

Section 7.2. Probationary Period. All new employees shall be considered probationary employees for a period of one (1) year,

provided, however, that such probationary period shall be extended for a period of time equal to the time that an employee is absent from duty due to schooling or other reasons if such period of absence is greater than fourteen (14) consecutive days. During this probationary period, an employee may be laid off or discharged by the City **at its sole discretion without cause and** without regard for the provisions of this Agreement. There shall be no responsibility on the part of the City for the rehiring or recalling of a probationary employee if the employee's services have been dispensed with within the probationary period, and such employee shall have no recourse to the grievance procedure.

Section 7.3. Loss of Seniority. Seniority shall terminate for any of the following reasons:

- (a) Voluntary quit;
- (b) Discharge for just cause;
- (c) If the employee is on layoff for a period equivalent to his seniority or two (2) years, whichever is less;
- (d) Absence from work for three (3) consecutive work days without properly notifying the City of an acceptable reason for the absence or unless otherwise excused;
- (e) Failure to report to work following the conclusion of an approved leave of absence;
- (f) Failure to report to work within three (3) work days after a recall from layoff by certified mail;
- (g) Retirement.

Section 7.4. Layoff and Recall.

(a) The first employee to be laid off shall be the probationary employee and thereafter the employee with the least seniority in the classification, provided, however, the employees with the greater seniority have the experience, qualifications and present ability to perform the required work.

(b) Recall to work following a layoff shall be in order of seniority in the classification, provided that the employee has the experience, qualifications and present ability to perform the required work.

(c) The City agrees to provide fourteen (14) calendar days advance notice of a layoff if reasonably possible.

Section 7.5. Non-Bargaining Unit Employees. An employee who shall be promoted to a position within the City on a non-bargaining unit job shall retain seniority, but shall not accumulate any additional seniority during the time the employee holds a non-bargaining unit position. The City shall, in its sole discretion, determine wages, hours and conditions of employment for non-bargaining unit employees, including whether such employees may be discharged or demoted back into the bargaining unit. If the employee is returned to the bargaining unit, seniority shall recommence.

Section 7.6. Shift Bids. During the probationary period, officers shall be assigned to shifts at the discretion of the Chief of Police. Officers who have passed probation shall bid **every four (4) months** for available shift assignments on the basis of seniority. The assignment of probationary employees will not affect current shift assignments available for bid.

HOURS AND OVERTIME

Section 8.0. Tour of Duty. A tour of duty shall average two (2) biweekly work periods of eighty (80) hours each within a twenty-eight (28) day cycle; however, this shall not be considered as a guarantee of work. Work schedules shall be established by the Employer and posted, if reasonably possible, thirty (30) days in advance. Work schedules may be changed by the Employer. **Except when required by an emergency or by operating conditions, at least three (3) days advance notice of a schedule change will be given to the affected employee(s).** Upon approval of the Chief of Police or his designee, employees may voluntarily trade days off duty.

Section 8.1. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. All overtime work must be approved and authorized by the Chief of Police or his designee.

Section 8.2. Premium Pay. Time and one-half (1-1/2) an employee's regular straight time hourly rate shall be paid for:

(a) All work performed in excess of eight (8) hours per day excluding the fifteen (15) minutes briefing period and training time.

(b) All work performed by an employee when called to duty on his day off or called back to work after having completed his regularly scheduled shift for the day.

(c) All work performed in excess of one hundred and seventy-one (171) hours during a twenty-eight (28) day period by Police Officers assigned to detective duty.

Section 8.3. Callback. An employee called back to work outside his/her regularly scheduled shift shall be guaranteed a minimum of two (2) hours at the rate of time and one half (1-1/2), except where the callback is necessitated by the employee's failure to complete required work prior to leaving the station.

Section 8.3(a). Court Time. An employee required to appear in court outside of his/her regularly scheduled shift shall be guaranteed a minimum of two (2) hours pay at the rate of time and one half (1-1/2), unless the appearance is within two (2) hours of the shift, in which case the employee shall receive the actual time spent, at time and one half (1-1/2), prior to or after the shift.

Section 8.4. An employee's regular straight time hourly rate shall be determined by dividing his annual salary set forth in Section 17.0 by 2080 hours.

Section 8.5. There shall be no pyramiding or duplication of overtime or premium pay.

Section 8.6. Compensatory Time. In lieu of premium pay, upon request by an employee and approved by the Chief, the employee may be allowed time off with pay at his regular straight time hourly rate of one and one-half (1-1/2) hours for each hour of overtime worked. Any time off shall be taken at a time mutually agreed upon by the Employer and the employee.

Section 8.7. Training. Notwithstanding any other provisions to the contrary, all training time shall be paid at the employee's straight time hourly rate.

Section 8.8. Department meetings shall not be covered by the callback pay provision set forth in Section 8.3 nor shall it be considered as hours of work unless the employee is on duty.

Section 8.9. Overtime Rotation. To the extent reasonably practicable, scheduled overtime and call-ins to fill personnel shortages caused by absenteeism shall be rotated among the employees in the bargaining unit so that employees will have relative equitable overtime opportunity after giving proper consideration for experienced and efficient personnel needs of the department.

Section 8.10. Lunch Periods. Unit personnel who are not assigned to road patrol but are assigned an eight (8) hour shift shall receive a one half (1/2) hour unpaid lunch period. Officers in the detective bureau assigned to a ten (10) hour shift shall receive a one half (1/2) hour paid lunch period.

HOLIDAYS

Section 9.0. Recognized Holidays. The following days shall be recognized holidays:

New Years Day	Thanksgiving Day
President's Day	Day following Thanksgiving
Memorial Day	One half day December 24
Independence Day	Christmas Day
Labor Day	One half day December 31
Veterans Day	2 personal days
	(16) hours

Section 9.1. Holiday Pay Eligibility. In order to be eligible for holiday pay, an employee must have worked his last regularly scheduled work day immediately before and immediately after the holiday unless such employee is off duty due to approved vacation, funeral leave, or sickness for which he has been compensated for by his accumulated sick leave day. An employee must be employed at least one (1) year to be eligible to receive any personal days.

Section 9.2. Holiday Work. An employee shall work on any recognized holiday for which he is scheduled to work and shall receive his regular straight-time hourly rate for such work.

Section 9.3. Holiday Pay. One lump sum determined by multiplying eight (8) hours times the employee's straight time hourly rate for each and every one of the recognized holidays for which an employee is eligible (four [4] hours for one-half days) shall be paid during the last pay period in June. One personal day shall be excluded from this lump sum payment. An employee shall take time off for the one (1) personal day excluded from the lump sum holiday pay and shall receive his regular pay for such day in the pay period when such day is taken. The City will make every reasonable effort to allow employees to take their personal days off when requested. Employees assigned detective duties shall not be entitled to this additional lump sum holiday pay, but will be allowed to take holidays off with their regular pay continued, provided they meet the eligibility requirements above.

VACATIONS

Section 10.0. Vacation Benefit. Employees shall earn five-sixths (5/6) of a vacation day with pay per month of service. However, an employee shall not be entitled to any vacation pay or leave during the course of his first six (6) months of employment. Upon completion of his first six (6) months of employment, an employee shall be credited with five (5) days of vacation. Such employee

shall thereafter earn five-sixths (5/6) of a vacation day with pay per month of service. Employees shall earn one (1) additional day of vacation with pay for every two (2) years of service.

Section 10.1. Vacation Benefit Schedule. The schedule of vacation for years of service is as follows:

1 year of service	10 Vacation days with pay
2 years of service	11 Vacation days with pay
4 years of service	12 Vacation days with pay
6 years of service	13 Vacation days with pay
8 years of service	14 Vacation days with pay
10 years of service	15 Vacation days with pay
12 years of service	16 Vacation days with pay
14 years of service	17 Vacation days with pay
16 years of service	18 Vacation days with pay
18 years of service	19 Vacation days with pay
20 years of service	20 Vacation days with pay

Section 10.2. Scheduling Vacations. By March 1st of each year a vacation calendar shall be posted by the City. On or before April 1st of each year, each employee, by seniority, shall fill in on the calendar his preferred vacation periods. Vacations will normally be scheduled to be taken in whole weeks, but this shall not preclude the right of an employee to take his vacation one (1) or more days at a time, if it was requested in advance and had the approval of his supervisor. An employee shall also have the right to start and end his vacation on any day of the week, if it was requested in advance and had the approval of his supervisor. After the initial vacation sign-up time is completed, employees may request available vacation time on a first-come, first-served basis. Employees who request time off with ten (10) or more days notice shall have their request granted, provided there are less than three (3) patrol officers scheduled off the road on the day(s) requested. Requests made with less than ten (10) days notice may be granted at the discretion of the Chief. The Chief shall have the right to cancel vacations in the event of exigent circumstances. The personal day/holiday shall be reviewed in accordance with the ten-day notice provisions of this section, except as specifically restricted by this section. The final right to schedule vacations and to change vacation schedules is reserved to the City in order to insure orderly operation of the department, with assurance to employees that no vacation request shall be unreasonably denied.

(including sergeants assigned to patrol)

Section 10.3. Vacation Carryover. Vacations shall be normally taken within twelve (12) months after they are earned. Requests to carry over vacation time shall be in writing and shall be approved by the Chief of Police and the City Manager. Such requests shall not be unreasonably denied. Accumulated vacation

shall be limited to thirty (30) days. Vacation pay shall be paid at the employee's rate when earned. Employees on layoff or leave of absence for any reason shall not earn vacation credits while not actively employed.

Section 10.4. Unused Vacation. Any unused vacation will be paid upon termination of employment only in the case of retirement or voluntary quit with proper notice.

INSURANCE

Section 11.0. Medical Insurance. The City shall pay the required premium for the Blue Cross-Blue Shield, Catastrophic Master Medical Coverage, with Option IV, and with dental coverage including a 50-50 orthodontic rider with \$800 maximum and a prescription rider with \$3.00 co-pay, for an employee and his dependents. The City shall have the right to change to another insurance carrier providing the coverage is comparable to or better than that currently provided.

Section 11.1. False Arrest Insurance. The City shall continue to provide false arrest and liability coverage for employees against liability claims incurred while performing their duty for the City as police officers.

Section 11.2. Term Life Insurance. The City shall pay the required premium for employees for coverage under the term life insurance plan of the City. The face amount of the policy for each employee is Twenty Thousand (\$20,000.00) dollars.

Section 11.3. Long-Term Disability Insurance. Effective January 1, 1991, or as soon thereafter as reasonably practicable, the City shall provide a long-term disability plan for non-work-related injuries and illness. The plan shall include a one hundred and eighty (180) day elimination period, a sixty percent (60%) benefit level to a maximum monthly benefit of \$3,000, and coordination of benefits.

Section 11.4. Insurance Policies. The terms and conditions for all insurance benefits shall be in accordance with the terms specified in each insurance policy.

LONGEVITY

Section 12.0. Longevity Benefits and Eligibility. Employees who have completed five (5) years of continuous service with the City as of December 20th in any year shall be eligible to receive a longevity payment on December 20th in accordance with the following schedule:

<u>Percent of Annual Pay</u>	<u>Years of Service</u>
2%	After 5 years of service
4%	After 10 years of service
6%	After 15 years of service
8%	After 20 years of service
10%	After 25 years of service

Section 12.1. Longevity Maximum. In making the computations required by Section 12.0, the annual pay to be used shall not exceed Fifteen Thousand (\$15,000.00) dollars.

PENSION PLAN

Section 13.0. Pension Eligibility. After one (1) month of employment, an employee shall be eligible to participate in the Pension Plan of the City according to the provisions of that Plan, provided the employee has attained age eighteen (18). Under the Plan, an employee shall contribute four percent (4%) of his annual pay. The City shall continue to make contributions to the Plan in accordance with the funding requirements of the Plan.

Section 13.1. Retirement Age. An employee may retire on and after attaining age **sixty (60)** without reduction in benefits. An employee may retire after age fifty-five (55) **with ten (10) years service**, or after twenty-five (25) years of service if the employee is less than sixty (60) years of age at such time. An employee who retires early shall have the amount of his retirement benefit actuarially reduced in accordance with the Plan.

Section 13.2. Normal Retirement Benefits. The normal retirement benefit shall be equal to **two and two-tenths percent (2.2)** of an employee's average monthly income times the number of years of service completed to age sixty (60). Average monthly income means the average monthly salary exclusive of overtime of the highest five (5) years out of the last ten (10) years worked prior to retirement in accordance with the provisions of the Plan. For

employees who retire on or after July 1, 1990, the benefit formula based upon the employee's actual attained age shall be as follows:

<u>Attained Age at Retirement</u>	<u>Benefit Rate</u>
60	2.20 %
59	2.04 %
58	1.883%
57	1.725%
56	1.566%
55	1.408%

Section 13.3. Terms of the Pension Plan. The terms and conditions specified in the pension plan of the City shall govern rather than the brief summary provided in this Article.

Section 13.4. Retirement Insurance. During the stated term of this Agreement, paid hospitalization and dental insurance in accordance with this Agreement will be provided by the City for employees only who retire on or after their 60th birthday. In accordance with the previously stated conditions, the City will provide the same insurance to an employee who is retired prior to age **sixty (60)** provided the employee has continuously maintained the insurance coverage in effect, at his/her own expense, from the time of retirement until age **sixty (60)**. At age sixty-five (65), the City will provide a supplement to Medicare in lieu of the above described coverage.

UNIFORMS AND EQUIPMENT

Section 14.0. Uniforms. The City shall continue to provide uniforms for employees, and shall continue to pay cleaning bills for those uniforms on a monthly basis in accordance with Rules established by the City.

Section 14.1. Weapons. The City shall continue to provide pistols for employees, provided, however, that employees shall be fully responsible for the repair or replacement of a pistol which is damaged or lost through carelessness or neglect.

Section 14.2. Clothing Allowance. Employees who are assigned to plain clothes duty shall receive a clothing allowance of thirty-five (\$35.00) dollars for each month of such duty. The clothing allowance shall be paid semi-annually to eligible employees in June and December of each year.

Section 14.3. Ownership of Property. All uniforms, pistols, and equipment furnished by the City shall remain the property of the City and shall be delivered to the City upon an employee's retirement or the termination of his employment.

SICK LEAVE

Section 15.0. Sick Leave Benefits. Employees shall earn one (1) day of sick leave with pay for each month of active service, except that no sick leave days may be taken by a new employee during the first six (6) months of his employment. Upon completion of his first six (6) months of employment, an employee shall be credited with six (6) days of sick leave with pay and will accumulate further paid sick leave at the rate of one (1) day for each full month of employment.

Section 15.1. Sick Leave Accumulation. Sick leave may be accumulated up to one hundred twenty (120) days.

Section 15.2. Sick Leave Pay Out. One half (1/2) of an employee's unused accumulated sick leave, to a maximum of **one hundred twenty (120) days**, shall be paid to an employee upon such employee's retirement. **Employees who earn sick leave in excess of 120 days during the calendar year shall be paid for that excess at a rate of seventy-five percent (75%) after the conclusion of that calendar year.** Employees who have accumulated over 120 days as of December 31, 1990, will be paid for those days in excess of 120 days at the rate of fifty percent (50%).

Section 15.3. Funeral Leave. An employee may use up to five (5) days of his accumulated sick leave due to a life-threatening illness or death in his immediate family. An employee may use up to an additional two (2) days of his accumulated sick leave for air travel time for such illness or funeral for a member of his immediate family who is out of state. For the purpose of this Section, immediate family shall include an employee's current spouse, parents, grandparents, child, grandchild, brother, sister, father-in-law, mother-in-law, brother-in-law, and sister-in-law. An employee's accumulated sick leave will not be charged and the employee will be paid for the first two (2) days of leave for the funeral of the employee's current spouse, parent or child. These non-chargeable days shall not increase the length of allowable funeral leave.

Section 15.4. Doctor Visits. When it is necessary that an employee visit a dentist or doctor during working hours, his sick leave bank will not be charged provided the time missed from work does not exceed two (2) hours in any calendar month.

Section 15.5. Use of Sick Leave. Accumulated sick leave may be taken when the employee is prevented from working due to sickness, accident or exposure to contagious disease. Substantiation of illness, accident or exposure to contagious disease by reasonable proof satisfactory to the Employer may be required by the Employer.

Section 15.6. Disability Leave.

(a) In the event that an employee is disabled from performing his duties due to a non-job related illness or injury, unpaid disability leave may be requested. Pregnancy will be treated the same as any other disability. Requests for such leave must be made prior to the exhaustion of the employee's accrued sick leave. Requests shall state the nature of the disability, the date on which the leave is anticipated to commence, and the projected length of such leave. The City may, at its discretion, require medical verification of the employee's disability and the anticipated duration of such disability.

(b) Unpaid disability leave will be allowed for the duration of the employee's disability, not to exceed twelve (12) months. An employee who fails to return at the conclusion of his disability or provide verification of continuing disability prior to the date scheduled for return shall be considered a voluntary quit.

(c) For employees who exhaust their accrued sick leave benefits prior to commencing an unpaid disability leave, the City will maintain the employees' medical and life insurance in effect during such disability leave for a period of up to twelve (12) months. If the employee chooses not to exhaust his accumulated sick leave credit prior to commencing an unpaid disability leave, the employee shall be solely responsible for the premium payments to maintain medical and life insurance benefits during such disability leave. The employee will continue to accrue unit seniority during disability leave. The employee shall not accrue any other benefits during the period of disability leave.

(d) The City may, at its own cost, send an employee to a doctor of its choice to determine if an employee is presently capable of performing his job duties.

(e) An employee certified as able to return back to service will be placed in accordance with unit seniority.

EDUCATIONAL BENEFITS

Section 16.0. Education Allowance. The City shall pay an education allowance to all employees who are eligible for such

allowance, which sum shall be in addition to their annual pay, in accordance with the following schedule:

<u>Approved College Credits</u>	<u>Amount</u>
Thirty hours	\$ 200.00
Sixty hours	400.00
Associate Degree in Police Administration	500.00
Approved Bachelor Level College Degree	800.00
Bachelor or Masters Degree in Police Administration	1,000.00

Section 16.1. Education Allowance Eligibility. In order to be eligible to receive an education allowance, an employee must have completed a minimum of two (2) years of employment with the department. Upon completion of two (2) years of employment with the department, an employee will be eligible to receive an education allowance at the end of the next fiscal year, and each year thereafter, if he otherwise qualifies for such allowance. This Article shall not apply to any employee hired on or after July 1, 1985.

Section 16.2. Education Allowance Payment. Payment of the education allowance will be made in the total amount earned at the end of each fiscal year. The payment of the education allowance in the amounts set forth in Section 16 of this Article is based on police-oriented studies. Appropriate credit for non-police oriented subject matter may be granted upon approval of a Board consisting of one (1) employee designated by the Association, the Chief of Police, and the City Manager. In the event an employee has earned a Bachelor level college degree in a field other than police administration, it is up to the discretion of the Board to decide how many credit hours, if any, will be credited to the employee for the purpose of this Article.

Section 16.3. Credit Hours. Credit hours earned while attending classes paid for by the City shall not be included in computing the number of hours of approved college credit earned by an employee for the purpose of this Article.

WAGES AND CLASSIFICATIONS

Section 17.0. Annual Wage and Classification. Effective the first pay period on or after the date indicated, wages and classifications shall be as follows:

After

<u>Classification</u>	<u>Start</u>	<u>6</u> <u>Months</u>	<u>1</u> <u>Year</u>	<u>2</u> <u>Years</u>	<u>3</u> <u>Years</u>	<u>4</u> <u>Years</u>
Police Officer*						
<u>July 1, 1990**</u>	23,535	24,711	25,948	30,939	32,486	34,441
<u>July 1, 1991</u>	24,476	25,699	26,986	32,177	33,785	35,819
<u>July 1, 1992</u>	25,455	26,727	28,065	33,464	35,137	37,251

*Employees assigned detective duty shall receive an additional two thousand four hundred (\$2,400) dollars paid over twenty-six (26) pay periods. Employees assigned for less than a full year will have the total compensation prorated.

**Effective with the signing of this agreement, wages according to the new rate shall be calculated retroactively to July 1, 1990.

DISCIPLINARY PROCEDURE

Section 18.0. When the City finds it necessary to administer disciplinary action to any person covered by this Agreement, the City will give prompt written notice of the discipline to the employee and the Association.

Section 18.1. No employee shall receive a written reprimand, suspension or discharge except for just cause. Each employee is entitled to the opportunity to present his statement to the Chief of Police or his designee prior to the implementation of discharge. After investigation, the employee will be furnished with a written statement of the charges (including a copy of the complaints on which they are based, if any) and the reason for the recommended action prior to implementing discharge. An employee may be suspended pending the investigation of any disciplinary matter, and such suspension may occur prior to receipt of the interview or written statement mentioned above.

Section 18.2.

(a) An employee, upon proper request, shall be entitled to representation by an Association representative at any interview, hearing or meeting conducted by the City which the employee is required to attend and where such interview, hearing or meeting may reasonably lead to disciplinary action against the employee. A representative of the City shall inform the employee of the nature and purpose of the meeting if disciplinary action is contemplated by the City.

(b) The employee will be allowed a reasonable opportunity to consult with an Association representative prior to being required to respond to any questions or allegations. Any meeting shall not be unreasonably delayed by such consultation or the unavailability of an Association representative.

Section 18.3. The refusal of an employee to answer questions relating to the complaint may result in independent disciplinary action, including discharge.

Section 18.4. In implementing a current disciplinary action, the City will generally not rely on previous disciplines which are over two (2) years old unless the serious or repeated nature of such disciplines warrants consideration.

MISCELLANEOUS

Section 19.0. Policies and Procedures. The Employer reserves the right to establish reasonable departmental rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, policies and procedures concern working conditions. If the Association believes that such rules, regulations, policies and procedures are inconsistent with the terms of this Agreement, a grievance may be filed within twenty (20) days after the establishment of such rules, regulations, policies and procedures and thereafter considered in accordance with the grievance procedure.

Section 19.1. Promotions. Officers must have at least four (4) years of service with the Walker Police Department to be eligible for promotion to the rank of Sergeant. All eligible candidates will be referred to an assessment center for recommendation on the most suitable candidate for the appointment. Unless otherwise agreed between the Union and the City, the recommendation from the assessment center shall be posted.

Final selection from among the eligible candidates shall be at the Chief of Police's discretion. Positions need not be filled when the Chief determines there are no acceptable candidates.

Section 19.2. Pro-Rata Benefits. Paid sick leave, longevity, and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid sick leave, paid leaves of absence, and vacations shall be considered as a day of work (8 hours). An employee who is absent from work due to an unpaid leave of absence or layoff shall receive these benefits if otherwise eligible on a pro-rata or reduced basis, which shall be the ratio of his hours of work to a full-time schedule of two thousand eighty (2,080) hours.

Section 19.3. Dual Employment. No employee shall be employed at other employment which will be a conflict of interest or impair his performance as a police officer. Written permission from the Chief of Police must be obtained before other employment may be taken.

Section 19.4. Captions. The captions used are for identification only.

Section 19.5. Worker's Compensation.

(a) The Employer agrees to provide worker's compensation insurance for its employees as provided by the laws of the State of Michigan.

(b) For an employer service connected disability compensable under the provisions of the Worker's Compensation Act, the City agrees to pay the injured employee at the full rate of pay provided for in the position for a period of thirteen (13) weeks, including benefits. During the period of full wage payment by the City, whatever its duration, compensation payments made to the employee by the insurance carrier shall immediately be remitted by the employer to the City Treasurer.

(c) Upon expiration of the period of full wage payment by the City under the injury leave policy, the employee shall have the option of using accumulated sick leave and/or vacation benefits. Upon expiration of all payments by the Employer in supplementation of compensation benefits, the employee shall be continued on leave of absence without pay until such time as it may be determined by the City Manager that the employee will not be able to return to his former work, or to any other position for which the individual may be qualified, within a reasonable period of time, at which time the employment of the individual shall be officially terminated.

(d) The City Manager shall have the right to require the use by the employee of the services of a doctor specified by the City Manager as a condition of the operation of any element of the City's injury leave benefit as described above.

(e) The thirteen (13) week worker's compensation supplement is a one-time benefit and shall not exceed accumulatively thirteen (13) weeks.

Section 19.6. Savings Clause. If, during the term of this Agreement, any of the provisions contained herein are held to be invalid by operation of law by a tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal pending the final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, then upon written request by either party hereto, the City and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 19.7. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not referred to or covered in this Agreement, whether or not such subject or matter may have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed the Agreement.

Notwithstanding the provisions of this Section, the parties shall not be prohibited from amending this Agreement during the term hereof, but neither the City nor the Association shall be under any obligation to do so, nor to negotiate or bargain collectively with reference to any such proposed amendment.

DURATION

Section 20.0. Termination of Agreement. Except as may be otherwise specifically provided in this Agreement, this Agreement shall be in full force and effect from the date of signing, to and including June 30, 1993, and shall continue in full force and effect from year

to year thereafter unless written notice of a desire to terminate or modify this Agreement is served by either party upon the other at least ninety (90) days prior to the expiration date of this Agreement. In the event such notice is given, the Association shall present the City with a copy of its proposed changes in a negotiation meeting which shall be held no later than eighty (80) days prior to the expiration date of this Agreement.

CITY OF WALKER

WALKER POLICE OFFICERS
ASSOCIATION

DATE: December __, 1990

DATE: December __, 1990