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AGREEMENT

Between the

CITY OF WIXOM, MICHIGAN

and the

LABOR COUNCIL, MICHIGAN FRATERNAL ORDER OF POLICE

Patrol Officers and Records and Identification Technicians

July 1, 1988 - June 30, 1991

*Wixom, City of*

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AGREEMENT BETWEEN THE CITY OF WIXOM, MICHIGAN  
AND THE LABOR COUNCIL, MICHIGAN FRATERNAL  
ORDER OF POLICE

AGREEMENT

THIS AGREEMENT made and entered into by and between the City of Wixom (hereinafter called the "Employer") and Labor Council, Michigan Fraternal Order of Police (hereinafter called the "Union") has, as its purpose, the promotion of harmonious relations between the City and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

PURPOSE AND INTENT

THE GENERAL PURPOSE OF THIS AGREEMENT is to set forth terms and conditions of employment covered by this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the City, the Union and the Employees, and the community.

The parties recognize that the interest of the community and the job security of the Employees depend upon the City's establishing and maintaining proper service.

To these ends, the City and the Union encourage, to the fullest degree, friendly and cooperative relations between the representatives of the City and the Union and the Employees.

ARTICLE I - RECOGNITION

Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the City of Wixom does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of the Agreement of all Employees of the City of Wixom Police Department included in the bargaining unit as described below:

All full-time Patrol Officers and Records and Identification Technicians of the Wixom Police Department, EXCLUDING Supervisors and part-time employees.

## ARTICLE II - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make an agreement with any such group or organization for the purpose of undermining the Union.

## ARTICLE III - UNION SECURITY AND CHECK OFF

A. Employees who are members of the recognized bargaining unit who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

B. City agrees to deduct from the wages of an employee, who is a member of the Union, all Union membership dues uniformly required, as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the City Police Department and the Union.

C. Any person employed with the City and covered by this Agreement, who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement or from the date he first becomes a member of the bargaining unit, whichever is later, shall as a condition of employment, pay to the Union a service fee as a contribution towards the administration of this Agreement, in an amount equal to regular membership dues of the Union. Employees who fail to comply with this requirement shall be discharged within thirty (30) days after receipt of written notice by the Police Department from the Union unless otherwise notified by the Union in writing within said thirty (30) days and provided that the Union shall release the Department from fulfilling the obligation to discharge if during such 30-day period the employee pays the membership dues or service fee retroactive to the due date and confirms his intention to pay the required membership dues or service fee in accordance with this Agreement.

D. The City agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the City, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice. The revocation notice must be given to both the Police Department and to the Union.

E. All Union membership dues and service fees will be authorized, levied, and certified in accordance with the by-laws of the Union. Each employee and the

Union hereby authorize the City to rely upon and to honor certification by the Director of Labor Services, Fraternal Order of Police, or his agent regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent via first class mail, without undue delay, to the Director of Labor Services, 6735 Telegraph Road, Suite 395, Birmingham, MI 48010.

F. The Union agrees to save and hold harmless the City from damages or other financial loss which the City may be required to pay or suffer as a consequence of enforcing the above provision.

#### ARTICLE IV - MANAGEMENT RIGHTS

A. The Union recognizes the City's right to manage its affairs and direct its work force and, within the existing framework of the Statutes of the State of Michigan, to maintain the City as efficiently as possible. Further, the City has all the customary and usual rights, powers, functions and authority of management. 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. Among the rights and responsibilities belonging to the City are the rights to decide the number and location of its facilities; 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 of personnel; procurement, designing, engineering and the control of equipment and materials; the right to purchase services of others, provided the exercise of such right shall not be solely for the purpose of displacing Employees presently covered by this Agreement; and the right to create, modify and implement rules and regulations. It is understood and agreed that none of the foregoing rights and responsibilities will be exercised in a manner which is inconsistent with the provisions of this Agreement.

B. It is further recognized that the responsibilities of the management of the City for the selection and direction of the working forces, including the right to hire, discipline, suspend or discharge Employees for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to establish, change, combine, or discontinue job classifications, and to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed, to establish training requirements to maintain or improve professional skills of the Employees, to relieve Employees from duty because of lack of work or for other legitimate reasons as set forth herein, is vested exclusively in the City.

#### ARTICLE V - REPRESENTATION

A. The Employees shall be represented by a Steward and an Alternate Steward who shall be regular seniority employees.

B. The Union shall certify in writing the names of the Steward and the Alternate Steward upon their election or appointment by the Union.

C. The Alternate Steward shall act in the place of the Steward whenever the Steward is not available.

D. The Steward shall be allowed reasonable time to investigate any grievance occurring within his respective area of representation during his scheduled working hours without loss of pay. Should it become necessary for a Steward to leave his place of work in order to investigate a grievance, the Steward shall first notify his immediate supervisor of the name of the employee he is going to see, and shall allow his immediate supervisor to make arrangements to insure an uninterrupted work schedule, when necessary, before leaving the work to which he is assigned.

Such arrangements shall be made within a reasonable period of time. The Steward shall notify his immediate supervisor upon his return to work. The above privilege is extended to Stewards with the understanding that such time will be devoted solely to the prompt handling of grievances and will not be abused.

E. Neither the Union nor its officers, Stewards or members shall conduct any Union activity during the working hours, other than the handling of grievances in the manner and to the extent herein provided.

#### ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

A. Any grievance or dispute which may arise between the parties regarding the application, meaning or interpretation of this Agreement shall be settled in the following manner, except that the parties may mutually agree to extend the time limits of the following procedure; and requests for extensions shall be in writing. The approval of a request shall not be unreasonably withheld by either party.

STEP I. Any Employee having a grievance shall first take up the matter with his immediate supervisor within fifteen (15) administrative working days of occurrence of the facts giving rise to the grievance or knowledge of such facts provided the exercise of reasonable diligence on the part of the grievant. The Steward may be present to represent the grievant at the Employee's request. The supervisor will attempt to adjust the matter and shall respond to the Steward or grievant within five (5) administrative working days. (Administrative working days is defined as 8:30 a.m. to 5:00 p.m. Monday through Friday excluding City recognized holidays.)

STEP II. If the grievance has not been settled, it may be presented in writing by the Union Steward to the Chief of Police within five (5) adminis-



trative working days after the Supervisor's response is due. The Chief of Police shall respond to the Union Steward in writing within five (5) administrative working days.

STEP III. If the grievance still remains unadjusted, it may be presented by the Union Steward, or Union Representative, to the City Manager, or his designee, in writing within five (5) administrative working days after the response of the Police Chief is due. The City Manager, or his designee, shall respond in writing to the Union Steward, or Representative, with a copy of the response to the office of the Labor Council, Michigan Fraternal Order of Police, within five (5) administrative working days.

STEP IV. If the grievance is still unadjusted, either party may, within thirty (30) administrative working days after the reply of the City Manager, or his designee, is due, notify the other party of intent to file arbitration. The parties may, by mutual agreement, attempt to settle the grievance with the assistance of a mediator. The actual filing with the Federal Mediation and Conciliation Service by either party must be done within this thirty (30) day period.

The Arbitration proceeding limited specifically to the point in question, shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) administrative working days after notices have been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall select an arbitrator in accordance with its procedures.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator. The arbitrator shall rule on nothing not specifically brought on before him. The arbitrator's decision shall be final and binding by both parties.

B. Special Conferences. Special conferences for important matters will be arranged between the Union and the City upon the request of either party. Such meetings shall be between at least two representatives of the City and at least two representatives of the Union; and either party may designate one or more outside representatives to act on its behalf.

Arrangements for special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The matter taken up in special conference shall be confined to those included in the agenda except upon mutual agreement by both parties.

## ARTICLE VII - GENERAL PROVISIONS

A. Pledge Against Discrimination and Coercion. The provisions of this contract shall apply to Employees in the bargaining unit without unlawful discrimination as to age, sex, marital status, race, creed, national origin, political affiliation, or Union activity. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

All references to Employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female Employees.

The Employer agrees not to interfere with the rights of Employees becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer Representative against any Employee because of Union membership or because of an Employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all Employees in the bargaining unit without discrimination, interference, restraint or coercion.

B. Union Bulletin Board. The Employer agrees to furnish and maintain one suitable Union Bulletin Board in a convenient place. The Union shall limit its posting of notices and bulletins to notices of Union recreation, election, Union appointments and results of Union elections, Union meetings, bona fide Union activity, not political or controversial.

C. Residency. All employees shall reside and maintain their domiciles within a fifteen (15) mile radius of the Wixom Police Department Headquarters.

The City may, in its sole discretion, employ new Employees without regard to the requirements of this Section, provided that such new Employees (as a condition of continued employment) become residents and reside within the radius listed above, within ninety (90) days after successfully completing the probationary period of employment.

Employees who on July 1, 1982, were not residents and did not reside within that area set forth in this Section, will be exempt from the provisions of this Section, providing that said Employees shall (at such time as they change their place of residence from the one held as shown by the City records, on March 12, 1984) reside within fifteen (15) miles of the Wixom Police Department Headquarters.

D. Extent of Agreement. 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 the Union for the life of the 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 not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

E. Saving Clause. If any Article or Section of this Agreement, or any Appendix thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, shall not be affected thereby. The parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

F. No-Strike Clause. The Union shall not cause, authorize, permit, sanction, or condone nor shall any member of the Union take part in any strike, sit down, stay in, slow down, work stoppage, concerted improper use of paid leave time, restriction of work or interference with the operations of the City, including a labor dispute between the City and any other labor organization. The Union shall not cause or permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or refusal to perform work because of a labor dispute between the City or any employer and any other labor organization whether or not the other labor organization establishes a picket line.

G. Maintenance of Conditions. Wages, hours, and other terms and conditions of employment in effect upon the effective date of this Agreement shall, except as amended by this Agreement, remain in effect for the duration of this Agreement.

#### ARTICLE VIII - BENEFITS

A. Social Security. Employees are to participate in the Social Security Program.

B. Term-Life Insurance. Each Employee shall be entitled to a term-life insurance policy in the amount of \$25,000 double indemnity for accidental death or for death incurred in the line of duty, cost of the insurance to be borne by the Employer (current policy). The Police Department will also supply the Employee a death benefit of \$2,000 for the spouse and \$100 for each child under six (6) months of age, and \$1,000 for each child between six (6) months and twenty-five (25) years of age, as defined in the City of Wixom group life insurance

policy with American Bankers Life Assurance Company of Florida (Group Policy Number MI-0041941-00000, dated October 1, 1984).

C. Blue Cross - Blue Shield Insurance. Each Employee and his family shall be covered by Blue Cross/Blue Shield Hospitalization and Medical/Surgical Insurance, MVF-1, including Catastrophic Master Medical, Option IV, and \$2.00 co-pay Prescription Drug Program, and FAE-RC rider, during employment, the cost of which shall be borne by the Employer (Group Number: 41941/001, effective September 15, 1983).

The City of Wixom shall make its health insurance program available to regular or disability retirees, and pay \$150 per month for coverage while the Employee remains eligible. To qualify, the employee must be able to retire under the provisions of the City's retirement program, have served at least 20 years with the City or leave its employment because of a disability. This program would not apply or be subject to discontinuance under the following circumstances:

- \* The employee qualifies for Medicare.
- \* The employee finds another job after retirement from the service of the City and elects to receive health care benefits from the new employer.
- \* The employee receives dependent health care coverage through the employment of a spouse.
- \* If the Federal government mandates participation by the Employee or the City in a Federally mandated health care program.
- \* If the City's health insurance carrier discontinues its practice of permitting retirees to participate in the City's Health Care program. Under these circumstances, the City agrees to pay to the Employee the \$150 per month reimbursement to be applied by the Employee toward the cost of securing an alternate source of health insurance.
- \* Death of the Employee.

D. Retirement System. Each Employee shall participate in the Michigan Municipal Employees Retirement System (MERS). During the period from 7/1/88 to 6/30/89, the Employees shall participate in the MERS Plan C-2, backed up by B-1, with F-55 with twenty-five (25) years of service waiver. Thereafter, the Employee shall participate in the MERS B-2 plan with F-55 with twenty-five (25) years of service waiver. Employee covered under this Agreement shall contribute toward the cost of this program in accordance with the following:

7/1/88 - 6/30/89: 1% of the Employee's pay goes toward the cost of the plan.

7/1/89 - 6/30/91: No contribution by Employees; City pays entire cost of the pension program.

E. Uniform Allowance. Employees required to wear uniforms shall receive a credit of \$350 annually. Allowance to be paid to a vendor selected by the City upon submission of an invoice. Officers assigned to plainclothes duties for over thirty (30) consecutive days may spend 1/12 of the uniform allowance for civilian clothing. This will apply to each consecutive thirty (30) day period working in plainclothes.

New hires will be initially provided with a standard uniform paid by the City not to exceed \$400. The definition of standard uniform is determined by General Order.

There will be a sixty (60) day advance notice given of any major uniform changes which will become effective the first day of the next fiscal year.

F. Cleaning Allowance. Uniformed Employees, and officers assigned to work in plainclothes, shall be provided a cleaning allowance of \$175 per year, payable in July of each year.

G. Dental and Optical. Each Employee shall be provided with dental and optical programs in accordance with the following:

Optical: Complete eye examination including refraction, with reimbursement for exam at a maximum of thirty dollars (\$30); maximum reimbursement for lenses/frames or contact lenses at one hundred fifty dollars (\$150).

Dental: See Appendix "A" - Summary of Dental Plan Benefits, Delta Dental Plan of Michigan; to be amended to also include Class III Benefits - Orthodontics: 50% coverage, with a \$1,000 lifetime maximum per eligible person (to age 19).

The City may examine and pursue an alternate provider for dental coverage, provided that the level of coverage is not diminished, the carrier is well recognized and the Employer notifies the bargaining unit of any pending change to give the bargaining unit an opportunity to comment on the matter prior to the change being made.

H. Court Time. When Employees are required to appear in court while off duty, they shall be compensated at the rate of time and one-half (1 1/2) for all time spent in court, with a guarantee of a minimum of two (2) hours pay per day.

I. False Arrest and Public Employee Liability Insurance. Employees covered by this Agreement shall be provided by the Employer with a policy of False Arrest and Public Employee Liability Insurance. The premiums for such insurance will be paid by the City of Wixom (false arrest insurance policy; public Employee liability insurance policy).

J. Sick Leave.

1. Employees are entitled to one (1) eight (8) hour day per month of sick leave up to a maximum accrual of twelve (12) days per year. Total accrual of sick leave days is limited to one-hundred eighty (180) days.
2. The Employer reserves the right to require notification of use of sick leave and substantiation of sickness or illness to prevent sick leave abuse or protect the health of other Employees.
3. Employees who exhaust accrued sick leave under Section 1 above, and are not otherwise provided income from any other sources, shall be allowed up to two (2) months of sick leave at one-half (1/2) pay provided they are certified as under the direct care of a physician and unable to perform any regularly assigned duties or functions.
4. In cases involving Workmen's Compensation or Sickness and Accident Insurance payments, the Employer shall supplement such payments so that the Employee's wages shall remain at the appropriate base rate level. The time period of such supplementation shall be limited to a total of the maximum sick leave accrued under the provisions of Section J of this Article.

An Employee injured in the line of duty shall be entitled to receive full pay from the date of injury for a period of one (1) year.

5. Officers injured in the line of duty may be assigned to light duty provided a doctor's clearance is obtained.
6. A member may use sick leave for providing emergency care for immediate family members in the event of sudden illness or accident. Immediate family members shall consist of spouse and children.

K. Funeral Leave. An Employee will be provided with a maximum of five (5) days off with pay in the event of the death of the employee's spouse or child. The Employee will be provided with a maximum of three (3) days off with pay in the event of the death of the Employee's brother, sister, father, mother, grandfather, grandmother, father-in-law, and mother-in-law. Article VIII - Benefits, Section K - Sick Leave, Paragraph 7 is deleted (this clause provided that sick leave could be used to attend the funeral of an immediate family member).

ARTICLE IX - VACATIONS

A. Employees shall be entitled to paid vacations according to the following schedule. Vacation entitlement shall be computed on the hiring anniversary date of the Employee and shall be days of eight (8) hours each.

One to five years of service	Ten (10) days.
Five years and one day to ten years of service	Fifteen (15) days.
More than ten years of service	Sixteen (16) days.

1. One additional vacation day shall be provided for each full year worked beyond eleven (11) up to a maximum of twenty (20) vacation days.

B. Vacations shall be scheduled according to preference, bargaining unit seniority and the needs of the Police Department as determined by the Police Chief. Employees will have an opportunity to bid for the vacation of their choice from a vacation chart submitted by the Police Chief. The vacation schedule shall begin circulation in January of each year. Each officer shall fill in his vacation, according to his seniority, within three (3) of his working days. The officer shall then pass the schedule along to the next senior officer who will repeat the procedure.

C. Changes in the assigned vacation schedules may be made upon prior written request to and approval from the Police Chief or his designee.

D. Compensatory time off may be used in conjunction with vacation time upon prior approval from the Police Chief or his designee.

E. No vacation in combination with leave and compensatory time shall exceed twenty-one (21) consecutive calendar days during June, July, and August. Exceptions may be made during the above-listed months, except that no compensatory time added to vacation shall be granted during the months of June, July, and August without the approval of the Police Chief.

F. No more than one police officer per shift shall be on vacation at any one time.

G. No more than two (2) police officer shall be on vacation at any one time.



## ARTICLE X - HOLIDAYS

A. Holidays Observed. The following days shall be observed as paid holidays.

1. New Year's Day
2. Washington's Birthday
3. One-half (1/2) day - Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Christmas Eve - December 24th
10. Christmas Day
11. New Year's Eve - December 31st
12. Employee's Birthday

B. Eligibility Requirements. Employees shall be eligible for holiday pay only if they have worked the last scheduled work day before the holiday and the next scheduled work day following the holiday (unless on excused paid leave) or on the holiday itself if the Employee is scheduled to do so. All holidays shall be paid in one lump sum the last pay date in November of each year in a separate check.

C. Employees who work on any of the holidays listed below shall receive, in addition to the holiday benefits of paragraphs A and B above, fifty dollars (\$50.00) for each such holiday worked. This money shall be paid in the pay period covering the time in which it is earned.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Veteran's Day
5. Thanksgiving Day
6. Christmas Eve
7. Christmas Day
8. New Year's Eve

## ARTICLE XI - PERSONAL LEAVE

Employees are to receive excused time, at full pay, not to exceed three (3) days a year, which is to include: immediate family illness, necessary doctors appointments, and personal business, with the approval of the Chief of Police or Supervisor. In the event of immediate family illness under this Section, the Employee will give two-hour (2) notice to the Chief of Police, Duty Officer, or a

Police Supervisor. Documentation shall be provided by the member upon request by the Chief of Police.

#### ARTICLE XII - LEAVES OF ABSENCE

A. Eligibility Requirements. Seniority Employees shall be eligible for leaves of absence.

B. Application for Leave. Any request for leave of absence shall be submitted in writing by the Employee to the Chief of Police. The request shall state the reason the leave of absence is being requested and the length of time. If approved by the Chief, shall not exceed thirty (30) days and additional leaves of absence for ninety (90) days may be granted if so warranted. No leaves granted for purpose of seeking other employment. *SHALL BE*

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, Employees shall be returned to work according to seniority.

C. Union Business.

1. Employees elected to any permanent full-time Union office or selected by the Union to do work which takes them from their employment with the Employer shall, at the request of the Union, be granted a leave of absence. The leave of absence shall not exceed two (2) years, but it shall be renewed or extended for a similar period at any time upon the request of the Union.
2. The Chief Steward or his designated alternate shall be allowed a total of twenty-four (24) hours a year with pay for attending documented Union meetings, seminars, or training sessions. There will be no cost accrued to the City for transportation, lodging, meals and related expenses.

#### ARTICLE XIII - WAGES AND COMPENSATION

A. Wage Schedule: See Appendix "B"

B. Pay Period. Wages shall be paid based upon a two-week (2) period. Payday shall be the Friday immediately following the close of the pay period. In the event this day is a holiday, the preceding day shall be the payday.

C. Education Benefit. Officers shall receive the following compensation for their educational accrual upon completion of their initial probationary period.

The following scale shall prevail: completion of one (1) year of college \$250 per annum, completion of two (2) years of college \$500 per annum, completion of three (3) years of college \$750 per annum, and upon receipt of four (4) year college degree \$1,000 per annum (said amounts not to be included in base salary). The payment for educational benefits earned shall be made upon request during the fiscal year, all subject to the following: (1) all credit must come from a fully accredited college or university as documented by an official transcript; (2) the course taken must be directly related to the criminal justice system, or must be a part of the criminal justice degree program; (3) the yearly progression should be based upon the specific number of credit hours required for the completion of a yearly step; (4) credits will not be counted unless a grade of "C" or better is attained (Whether or not the institution awards credits for marks below "C" is of no consequence).

D. Tuition. The City agrees to pay for tuition and books according to the following schedule:

1. For full-time Employees enrolled in an accredited two (2) or four (4) year Police Science Degree program as of the effective date of this contract, up to \$400.00 per semester, provided all applicable tuition aid funds have been applied for by the concerned Employee. Such tuition aid funds shall be applied to the total semester cost of tuition and books before the Employer incurs any liability under this provision.
2. For all other full-time bargaining unit Employees, subsequent to the effective date of this contract, enrolled in an accredited two (2) or four (4) year Police Science Degree program, up to \$200.00 per semester provided all applicable tuition aid funds have been applied for by the concerned Employee. Such tuition aid funds shall be applied to the total semester cost of tuition and books before the Employer incurs any liability under this provision.
3. The City will determine the procedures to be followed in payment of tuition and any reimbursement to the City, if applicable.
  - a. An Employee must submit a transcript to the City every semester in which an approved class is taken upon receipt of the official transcript from the school.
  - b. An Employee receiving a grade of less than "C" from an approved class must reimburse the City within thirty (30) days of the end of that semester, if the City has already paid for the tuition.

E. Overtime. The normal work schedule shall be an average of forty (40) hours per week, on a twenty-eight (28) day cycle. The work day shall commence with the start of the first shift and shall consist of three (3) shifts as required in twenty-four (24) hours. A regular shift shall be eight (8) hours with a thirty (30)-minute paid lunch time and two (2) coffee or rest periods not to exceed fifteen (15) minutes each shift. Each shift shall be operated on a regular-scheduled basis not to exceed eight (8) hours on a continuous basis. All work performed in excess of eight (8) hours per day, or forty (40) hours per week, shall be required not to have been an unexcused leave to qualify for overtime, but excused leave shall be considered the same as worked time. Overtime and extra hours, with the exception of specialized assignments and other than Court time or emergency overtime, shall be divided equally among Employees working the same class. Low-hour Employees to have first call and a refusal or absence shall be considered the same as worked. A call-in overtime list shall be kept up-to-date on the Department Bulletin Board.

F. Longevity Pay. From and after the effective date of this contract, Employees shall receive annual longevity pay based on City employment seniority date according to the following schedule:

Five years and one day - ten years	2.0% of base wage
Ten years and one day - fifteen years	2.5% of base wage
Fifteen years and one day - over	3.5% of base wage

Longevity pay shall be paid on the last pay date in November of each year in a separate check.

#### ARTICLE XIV - COMPENSATORY TIME OFF

A. Employees shall be entitled to overtime at the rate of one and one-half (1 1/2) their normal hourly rate payable either in cash or compensatory time off at the Employee's option, subject to the limitations of this Article, Special order #73, dated February 4, 1976, and applicable State or Federal Law. Compensatory time off may be accumulated to a total of one-hundred twenty (120) hours. Compensatory time taken off shall be taken only upon request to and approval from the Chief of Police or his designee.

B. There will be no unreasonable refusals by supervisors on approval of compensatory time as long as the efficiency of the Department is maintained as determined by the Police Chief or his designee.

## ARTICLE XV - PROMOTIONS

A. In order to be eligible for promotion, an Employee must be a full-time sworn police officer with the City of Wixom and have at least three (3) continuous years of full-time service.

B. Criteria for promotion shall be determined by the Police Chief, drawing, for example, from the following areas:

1. Work performance
2. Seniority
3. Results of examinations
4. Educational background
5. Prior non-bargaining unit work experience

C. When examinations to determine eligibility for promotional opportunities are to be conducted by the Employer, the Police Chief or his designee shall post a notice at least three (3) months before such examination stating when the examination will be given and which sources (if any are known) will be helpful in preparing for such examination.

D. The Police Chief may rely on any ascertained promotional eligibility list for a period not to exceed two (2) years from the establishment of such list, unless the Police Chief determines a need to extend such list, in which case such extension shall not exceed six (6) months.

## ARTICLE XVI - PROBATIONARY PERIOD

A new Employee will be on probation until he has worked continuously for a period of one (1) year in a position covered by this Agreement following his initial employment by Employer or his employment after loss of seniority, as the case may be. During this time, he will be subject to termination at the Employer's sole discretion and will have no rights under the grievance procedure of this Agreement.

## ARTICLE XVII - DISCHARGE AND DISCIPLINE

A. Basis. Except as stated in Article XVI, Employer will discharge or discipline an Employee only for just cause. Except in a discharge of an Employee under Article XVI, Employer will state the reason for a discharge to the Employee in writing and will send the Union a copy of such statement.

B. Disciplinary Action Short of Discharge. Disciplinary action short of discharge will be taken in the following situations:



1. unexcused tardiness or absence, unless repeated;
2. minor insubordination, unless repeated;
3. failure to do assigned work, unless repeated;
4. leaving work without prior express permission, unless repeated;
5. careless or inadequate work performance, unless repeated.

C. Discharge. (Misconduct Discharge) For example only, discharge for any of these reasons will be considered a misconduct discharge:

1. reporting to work with any discernable evidence of having partaken of any intoxicant;
2. reporting to work under the influence of any medication affecting or impairing work ability;
3. partaking, during work hours, of any intoxicant or medication which impairs Employee's work ability;
4. any conduct involving moral turpitude;
5. any conduct which could be punished as a felony under Michigan or Federal Law;
6. any other serious misconduct.

D. Disciplinary Procedures.

1. In disciplinary situations other than misconduct, the Employer will, if the facts warrant: (a) warn the Employee once and advise him of the basis for the warning, or (b) suspend the Employee without pay, or (c) in cases of repeated acts under B.1. through B.5. above, discharge the Employee and give him either two (2) weeks notice effective date of discharge or pay to the extent such notice is less than two (2) weeks.
2. In a misconduct charge, the Employer may terminate the Employee immediately without prior warning and without prior notice or pay in lieu of notice.

## ARTICLE XVIII - SENIORITY

A. Acquisition. An Employee will acquire seniority after completing his probationary period and his seniority will then date from the start of his employment. Employees starting work on the same day will have equal seniority.

B. Accrual. An Employee whose employment has not been terminated by resignation, discharge, or death will accrue seniority in these cases:

1. while actively at work;
2. while on holiday or vacation;
3. for that part of any leave for military service preceding any voluntary extension of such service, so long as he complies with the conditions of such leave and has a statutory right to re-employment;
4. for the duration of any leave for illness or disability so long as he complies with the conditions of such leave. An Employee will accrue division seniority in only one division at one time and only while assigned to a division on other than a temporary basis.

C. Retention. An Employee whose employment has not been terminated by resignation, discharge or death will retain, but not accrue, seniority in these cases:

1. on leave of absence other than one specified in paragraph B above, so long as he complies with the conditions of such leave;
2. up to two (2) years on layoff.

D. Loss. Except as otherwise stated in this paragraph, an Employee will lose seniority and all re-employment rights by:

1. resignation;
2. discharge, unless voluntarily remitted by the Employer, or vacation by a valid arbitration award either accepted by the Employer or judicially confirmed;
3. two (2) years on continuous layoff;
4. absence from work without notifying the Employer in advance or without providing a reasonable and valid excuse;
5. failure to report for work on schedule from a vacation, leave of absence, or disciplinary suspension without notifying the Employer in advance or without providing a reasonable and valid excuse;

6. one (1) year absence for non-work related illness or disability;
7. subject to Federal law, voluntary extension of military service.

E. Application. Seniority will apply separately in each division to:

1. layoff;
2. recall;
3. vacation time preferences.

F. Seniority Lists.

1. New Employees may acquire seniority by working one (1) continuous year, in which event the Employee's seniority will date back to the date of hire in the Department. When the Employee acquires seniority, his name shall be placed on the seniority list, in order of his seniority date.
2. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.
3. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority.

G. Special Assignments. A special assignment shall consist of any job which requires a member to work on duties other than the police patrol function for over 50% of his regularly scheduled work time (per twenty-eight (28) day period).

Special assignments shall be offered to members on a rotating basis selected by the Police Chief. Seniority will be considered by the Police Chief in developing a list, but is not the sole criteria to be utilized. Refusal of a particular assignment will not affect the member's consideration for other special assignments.

#### ARTICLE XIX - LAYOFF AND RECALL

A. The Employer will lay off Employees in inverse order of Department seniority subject to the ability of each senior Employee to satisfactorily perform the remaining available work. The Employer will recall laid off Employees in reverse order of the layoff, subject to the ability of the senior Employee to do the work available. Recall rights are limited to the standard certification period for police officers on a continuous basis from date of layoff. In any

event, the period of recall rights will not exceed two (2) continuous years from date of layoff.

B. Recall Procedure. The Employer will recall an Employee from lay off by certified mail to the Employee's address as shown on the last payroll record which the Employer has in its records. This notice will specify a date and time not earlier than ten (10) days from its mailing date for the Employee to return to work. The Employee will, by letter mailed within five (5) days from such notice's mailing date, notify the Employer that he accepts such recall. If he fails to so notify the Employer, his seniority rights will terminate; and he will be deemed to have resigned. If he accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority rights will terminate; and he will be deemed to have resigned.

#### ARTICLE XX - REVIEW OF PERSONNEL FILE

Upon at least ten (10) days written notice, an Employee may have an opportunity to review his personnel file. Upon such review, the Employee shall indicate in writing that he has reviewed the file at the time and date specified.

#### ARTICLE XXI - PART-TIME PATROL OFFICERS

A. The City of Wixom must provide for the safety and welfare of both Wixom citizens and officers serving the City. The present staff of eight (8) patrol officers and four (4) sergeants is not adequate to provide the optimum of patrol service during vacation periods and other times when there is an unavoidable shortage of patrol personnel. It is, therefore, mutually beneficial that "part-time officers" be utilized to add additional strength to the patrol force within the discretion of the Police Chief.

B. The City will not use the part-time patrol officer program to reduce the existing staff levels of full-time patrol officers. In the event the City reduces the number of authorized positions in the Department below those in existence on July 1, 1982, the part-time police officer program will be discontinued and only re-instituted at the time the number of authorized positions returns to or exceeds those in existence on July 1, 1982.

C. Part-time officers will be used for some of the following purposes:

1. Part-time officers may be ordered to work whenever the Department has only one full-time officer or sergeant on patrol, and when no full-time officers are available;
2. Part-time officers may be scheduled during vacation periods for any length of time that full-time officers are unwilling to cover;

3. Part-time officers may be required to work alone if a full-time officer is required to leave the work place during any shift, until an additional full-time officer can be called in;
4. Part-time officers may be used for any function when the need for manpower is evident, and no full-time officers are available for duty.

D. Part-time police officers will not be used for the following, except when all full-time officers eligible to be called in on overtime have been requested to work and have requested that they be passed over to a person with less seniority. Part-time officers will be requested to work prior to ordering a full-time officer from the bottom of the list in to work against his will.

1. A part-time officer will not be scheduled to work alone on any shift, unless a full-time officer or supervisor is ON DUTY;
2. To replace a full-time officer who has been separated from the Department for more than ninety (90) days or the period required to test and hire a replacement officer;
3. When an officer is on duty and his shift must be extended for cogent reasons;
4. To handle follow-up of cases or perform court work normally scheduled as overtime to regular personnel;
5. Part-time police officers shall be subject to the same orders, rules and regulations as full-time officers. Seniority will not apply to part-time police officers. The fact that an individual has worked as a part-time officer for this Department does not assure the person hired as a part-time Employee that he will be considered for full-time employment with this Police Department.

E. Procedure. Part-time officers may be ordered to work as early as possible after a member of the Department has been notified of a pending absence of personnel scheduled to work. Orders regarding notification of supervision will be followed as a guide to officers on duty when no supervisor is present. A special book or daily diary will be kept at the Duty Desk for the purpose of recording efforts to notify part-time officers to report for duty. The diary will include the date, time, and list efforts made to notify each part-time officer, as well as the reason the part-time officer was not contacted. The name of the part-time officer contacted, as well as the officer making the contact, will also be recorded; the reason or need for call-in or part-time officers will also be included in the diary entry.

As the use of part-time officers continues, problems will arise that are not covered by instructions. It will be necessary that supervisors and police officers use good judgement when situations are not covered by written instruc-



tions. The Chief's office shall be notified of any problems immediately in order to develop Department policy regarding each situation.

All orders or instructions in conflict with this order are hereby rescinded.

The City will continue to have the right to suspend and/or terminate the part-time police officers program.

#### ARTICLE XXII - RECORDS AND IDENTIFICATION TECHNICIAN

The articles and provisions of this Agreement shall cover and apply to Employees holding the classification of Records and Identification Technician with the following exceptions:

A. Articles or parts of articles that do not apply to Records and Identification Technicians:

1. Article VIII, paragraph E (Uniform Allowance)
2. Article VIII, paragraph F (Cleaning Allowance)
3. Article X, paragraph B, final sentence (See B-1 below)
4. Article X, paragraph C
5. Article XIII, paragraphs C and D (Education Benefit, Tuition)
6. Article XIII, paragraph E (Overtime) (See B-1 below)
7. Article XV (Promotions)
8. Article XVIII, paragraph G (Special Assignments)
9. Article XXI (Part-time, Patrol Officers)

B. Provisions that apply only to Records and Identification Technicians:

1. Overtime. The normal work week shall be forty hours in any calendar week. Work performed in excess of 40 hours per week shall be considered overtime; however, computation of the 40 hours workweek shall not include unexcused leave time. Excused leave time shall be considered the same as time worked. Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular base pay, with overtime worked on Sunday being compiled at two (2) times base pay and overtime worked on a regularly scheduled holiday other than the employee's birthday to be paid at two (2) times the regular base pay.

2. Call-in. Any call-in time in excess of a regular forty (40) hour work week shall be for a minimum of two (2) hours.

#### ARTICLE XXIII - TIME CHANGES

When times are changes between Daylight Savings and Standard Times, employees shall be paid their hourly wage rates for the hours actually worked, subject to the overtime provisions of Article XIII.

#### ARTICLE XXIV - DURATION

A. This Agreement shall be effective as of the first (1st) day of July, 1988, and remain in full force and effect until the thirtieth (30th) day of June, 1991. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, ninety (90) days prior to the termination date, that it desires to modify this Agreement.

B. In the event either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE XXV - SIGNATORY CLAUSE

IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_  
day of \_\_\_\_\_, 1989, to the foregoing instrument.

FOR THE UNION:

Labor Council, Michigan  
Fraternal Order of Police

David Schwartz

Richard Ziegler

FOR THE CITY OF WIXOM:

Henry Mack,  
Mayor of Wixom

June Buck  
City Clerk



Delta Dental Plan  
of Michigan

## SUMMARY OF DENTAL PLAN BENEFITS

FOR GROUP #2052-0001

CITY OF WIXOM

1. PLAN EFFECTIVE DATE - May 1, 1987.
2. WAITING PERIOD - Employees hired after May 1, 1987 who are eligible for dental benefits are automatically covered on the first day of the month following 90 days of continuous employment.
3. ELIGIBLE PERSONS - All full-time police officers, clerical, administrative, parks and recreation, police sergeants, police technical, DWP supervisors and employees of the contractor (your employer). Also eligible are your legal spouse and your dependent children to the end of the calendar year in which they attain the age of 19 or your dependent unmarried children to the end of the calendar year in which they attain the age of 25 if eligible as defined in the Definitions section of the Dental Care Certificate. See page 4, item 11.
4. SELECTED BENEFITS -  
Class I Benefits - Basic Dental Services\*  
Class II Benefits - Prosthodontic Dental Services  
\*See reverse side for additional information.
5. SELECTED PERCENTAGE -  
Class I Benefits - 100% (diagnostic, preventive and emergency palliative)  
Class I Benefits - 60% (balance of Class I Benefits including radiographs)  
Class II Benefits - 50%
6. MAXIMUM CONTRACT BENEFIT - \$1,000 per person total per contract year on Class I and Class II Benefits.
7. DEDUCTIBLE - None.
8. ENROLLMENT - Where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under two application cards and shall receive benefits under the separate Delta contracts. See page 9, item VII.  
  
For eligible dependent children, the contract of the subscriber whose birthday anniversary (month/day) occurs earlier in the calendar year shall be primary.
9. TERMINATION - Benefits will cease on the last day of the month in which the employee is terminated.
10. PLAN PREDETERMINATION AMOUNT - \$200.

CUSTOMER SERVICE TOLL FREE NUMBER - 1-800-292-0604



APPENDIX "B" WAGE SCHEDULE FOR WIXOM POLICE OFFICER'S CONTRACT

TOP PATROLMAN RATE

July 1, 1988	\$31,512
July 1, 1989	\$32,772
July 1, 1990	\$34,411

POLICE OFFICERS NOT AT TOP RATE

<u>Steps</u>	Effective 7/1/88	Effective 7/1/89	Effective 7/1/90
Start	\$19,521	\$20,302	\$21,317
After 1 year	23,824	24,777	26,015
After 2 years	26,131	27,176	28,535
After 3 years	28,437	29,574	31,053
After 4 years	31,512	32,772	34,411

RECORDS AND IDENTIFICATION TECHNICIAN

Start	19,252	20,022	21,023
1 year	20,204	21,012	22,062
2 years	21,719	22,588	23,717
3 years	23,276	24,207	25,417
4 years	24,769	25,760	27,048
5 years	27,300	28,392	29,812
Top of range	27,462	28,721	30,360