

PUBLIC SAFETY OFFICER CONTRACT

BETWEEN

POLICE OFFICERS LABOR COUNCIL

AND

CITY OF HUNTINGTON WOODS

July 1, 2017 to June 30, 2020

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## AGREEMENT

This Agreement is entered into between the City of Huntington Woods, a Michigan Municipal Corporation (hereinafter referred to as the “City”), existing under the laws of the State of Michigan and the Police Officers Labor Council. This Agreement shall become effective July 1, 2017 and shall remain in effect until June 30, 2020, at which time it shall be subject to review or change.

### ARTICLE 1 PURPOSE AND INTENT

1.1: The general purpose of the Agreement is to set forth terms with respect to rates of pay, wages, hours of employment and other conditions of employment to promote orderly and peaceful relations for the mutual interest of the City of Huntington Woods in its capacity as an Employer, its employees, the Union and the citizens of the City of Huntington Woods, Michigan.

1.2: The parties recognize the essential public service here involved and that the interest of the community and job security of the employees depends upon the City’s success in establishing and maintaining proper service to its citizens.

1.3: The parties mutually recognize that the responsibility of both the employees and the City to the public requires that any dispute arising between the employees and the management be adjusted and settled in an orderly manner without interruption of said service to the public.

1.4: To these ends, the City and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all employees.

### ARTICLE 2 RECOGNITION

2.1: The City of Huntington Woods recognizes the Police Officers Labor Council as the sole and exclusive bargaining agent, to the extent permitted and required by Act 336 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, as amended, for all uniformed Public Safety Officers below

the rank of Sergeant. The City agrees to negotiate with the Union on items relating to rates of pay, wages, hours and conditions of employment.

### ARTICLE 3 REPRESENTATION

3.1: The Union shall be represented in all negotiations by a committee of not to exceed three (3) members. The City shall negotiate with those representatives as herein provided. Any changes in the Bargaining Committee shall result in written notification to the other party.

3.2: On-duty officers who are members of the Committee shall be permitted to negotiate a working agreement and process grievances without loss of pay and benefits.

3.3: In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new agreement.

3.4: There shall be no discrimination against any employee because of his or her membership in the Union, or because of his or her acting as an officer or in any other capacity in behalf of the Union.

### ARTICLE 4 AGENCY SHOP AND DUES DEDUCTION

4.1: Agency Shop. The Employer agrees to deduct the Union membership fee once each month. Dues from the pay of those employees who individually request in writing such deduction shall be certified to the Employer by the Treasurer of the Union and aggregate deduction of all employees shall be remitted together with an itemized statement to the Treasurer of the Union, 667 E. Big Beaver Road #205, Troy, Michigan 48083, by the fifteenth (15<sup>th</sup>) of the current succeeding month after such deductions are made. The authorization shall be irrevocable during the term of the agreement.

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at the time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the Union equal to dues charged

for membership for the duration of this Agreement. Any representation fee shall be conditioned in accordance with applicable law.

- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of continued employment, to become members of the Union or pay a representation fee equal to dues required for membership commencing one hundred and eighty (180) days after the effective date of this Agreement. Any representation fee shall be conditioned in accordance with applicable law.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall be required, as a condition of employment, to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this Agreement commencing after 180 days from their commencement of employment with the City. Any representation fee shall be conditioned in accordance with applicable law. In no way shall the collection of dues interfere, modify or alter the rights of the Employer over the probationary employee during the probationary period.
- D. Failure to comply with the provisions of this Article shall be just cause for the discharge of the employee.
- E. No employee shall be terminated under this Article except as provided below:
  - 1. The Union has first notified the Employer in writing that the employee has elected not to join the Union or paid a representation fee to the Union.
  - 2. Within ten (10) working days from the date the Union notifies the City that the employee has elected not to join the Union or pay the representation fee, the City shall:
    - a. Notify the employee of the provisions of the Agreement.
    - b. Obtain the employee's response.

- c. Notify the Union of the employee's response.
3. In the event the employee has neither joined the Union nor signed the "authorization for deduction of service charge or dues" form after the above, the Union will proceed to request termination of the employee by written notice to the Employer, with a copy to the employee, certified mail, return receipt requested.
4. Upon receipt of such written notice, the Employer shall within five (5) days notify the employee that, unless there is immediate compliance, the employee will be terminated not later than the end of the next pay period.
5. The employee shall then be terminated unless the employee can produce evidence of compliance.
6. The Union will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken in section E.

## ARTICLE 5 DEFINITIONS

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

5.2: Director. The term "Director," when used in this Agreement, shall mean the Chief Executive and Administrative Officer of the Department or authorized designee.

5.3: Command Officers. The term "Command Officer" when used in this Agreement, shall mean all Sergeants and Lieutenants.

5.4: Work Schedule. The term “work schedule” when used in this Agreement shall mean the published assignment of hours or work for Public Safety Officers.

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

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

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

5.7: Work Week. For purposes of definition under the Fair Labor Standards act, the term “work week,” when used in this Agreement, shall mean the week beginning on Monday at 00:01 hours and continuing through until the following Sunday at 24:00 hours.

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

5.9: Rules and Regulations. The term “Rules and Regulations,” when used in this Agreement, shall refer to the Rules and Regulations as published by the Director of Public Safety to the direction and guidance of Public Safety Officers in the performance of their duties.

5.10: Shift Premium Pay. The term “Shift Differential Pay,” when used in this Agreement, shall refer to compensation paid to officers required to work the midnight shifts.

5.11: Retirement System. The term “Retirement System,” when used in this Agreement, shall refer to the Michigan Municipal Employees Retirement System (MERS).

5.12: Call-In Pay. The term “Call-In Pay,” when used in this Agreement, shall refer to the payment of money or compensatory time for work assigned by

the Director, or his or her designated representative, or for court time, and performed by an officer at a time disconnected from his or her normal pre-scheduled hours of work, at the prevailing contractual rates of pay.

5.13: Separation. The term "Separation," when used in this Agreement, shall be defined as termination of employment with the City of Huntington Woods due to resignation, layoff or retirement.

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

5.15: Probationary Officer. An employee's probationary period shall be for one year from the date of hire, or until the completion of all basic police and fire training, whichever shall occur later. Except for extensions otherwise permitted by this Agreement, the probationary period shall not exceed 18 months from the date of hire. Basic police and fire training required by this section shall include, (1) certification as police officer by MCOLES, (2) certification as Firefighter II by Michigan Firefighter Training Council, and (3) successful completion of Department Field Officer Training and (4) certification as a Medical First Responder (MFR).

5.16: Union. The term "Union" when used in this Agreement, shall mean the Police Officers Labor Council as representative for all permanent Public Safety Officers below the rank of Sergeant.

## ARTICLE 6 JOINT RESPONSIBILITIES

6.1: Neither the Union nor any member of the Bargaining Unit shall cause or take part in any strike, sympathy strike, concerted failure to report for work, slowdown, work stoppage or interference with the operation of the City, during the term of this Agreement or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this Agreement. In the event of a work stoppage or other curtailment, the Union immediately after receipt of written notice by the City, shall instruct the involved employees in writing that their conduct is in violation of the Agreement and contrary to law.

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

## ARTICLE 7 MANAGEMENT RESPONSIBILITIES

7.1: It is recognized that the management of the City, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide to the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, together with the selection, procurement, designing, engineering and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter into mutual aid pacts with other communities, and expressly reserves the right to establish and maintain rules and regulations governing the operation of the Public Safety Department and the employees therein.

7.2: It is further recognized that the responsibility of the Management of the City for the selection and direction of the working forces, including, but not limited to, the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty for legitimate reasons, is vested exclusively in the City, subject only to the seniority rules, grievance procedure and other express provisions of this Agreement as herein set forth:

- A. To establish work schedules.
- B. To manage its affairs efficiently and economically, including the determination of quantity or quality of services to be rendered, the control of materials, tools and equipment to be used in Public Safety Operation, materials or method of operation.
- C. To hire, assign and lay off employees, subject to applicable provisions in this Agreement.

- D. To permit City employees not included in the bargaining unit to perform bargaining unit work when bargaining unit members are not available and such services are necessary for the conduct of Public Safety functions. Nothing herein shall be construed to alter the past practice concerning the use of auxiliaries, volunteers or non-public safety City employees.
- E. To establish, change, combine or discontinue job classifications; subject to applicable provisions in this Agreement.
- F. To adopt revise and enforce working rules and to carry out cost and general effectiveness improvement programs; provided, however, that the application or enforcement of said working rules and regulations shall be subject to the Grievance Procedure.
- G. To select employees for promotion or transfer to supervisory or other positions and to determine qualifications and competence of employees to perform available work as provided for in this Agreement, and the Rules and Regulations of the City.
- H. To relieve employees from duty because of lack of work. In lieu of laying off personnel, the City Manager may offer an employee a different classification. Further, the Employer may hold open or eliminate a position created by a vacancy and need not fill vacancies of authorized positions and/or classifications once they have become vacant because of reassignment, retirement, promotion or separation.
- I. To establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards developed by usual work measurement procedures may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. It is hereby agreed that the Union and the City will mutually develop such standards, and determine procedures for the administration thereof.
- J. To purchase or sell services by contract or otherwise and to enter into mutual aid pacts with other communities.

- K. The City agrees to negotiate changes in working conditions, should any services be contracted to other cities.

7.3: All employees shall be required to give their home telephone numbers and addresses to the Director of Public Safety. Such numbers shall be held in strict confidence and will not be given out to anyone except the Director of Public Safety without the permission of the employee, and then only by a Command Officer.

## ARTICLE 8 GRIEVANCE PROCEDURE

8.1: The informal resolution of differences of grievances is urged and encouraged to be resolved at the lowest possible level of supervision. Should a difference arise between the City and the Union or any of the employees covered by this Agreement as to interpretation, application, or violation of this Agreement, it shall be settled in accordance with the Grievance Procedure set forth below:

STEP 1: Any employee having an alleged grievance shall first take up the matter with his or her shift commander or other designated supervisor as the case may be. The employee may have his or her representative present during the discussion. If the matter is not satisfactorily resolved, the grievance shall be reduced to writing and signed by the Union. The written grievance shall be submitted to the Director of Public Safety within ten (10) working days, Monday through Friday, of its occurrence or it shall be considered automatically closed and not precedent setting.

STEP 2: In the event the grievance is not settled in Step 1, a meeting shall be held between the representative, the grievant, and the Director of Public Safety within ten (10) working days, Monday through Friday. The decision of the Director shall be given in writing within ten (10) working days, Monday through Friday, of the end of the meeting, unless the time is extended by mutual agreement.

STEP 3:

- A. If the union and grievant are not satisfied with the decision at Step 2, the representative of the Union may, within ten (10) working days, Monday through Friday, after the decision at Step 2, submit the grievance in writing to the City Manager. The Union shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) working days, Monday through Friday, it will be considered closed on the basis of the last disposition and not precedent setting.
- B. The City Manager shall meet with the representative and grievant. Each may have outside representatives at such meeting or at the Step 2 meeting, with notice to the other.
- C. The City Manager will submit within ten (10) working days of any such hearing, Monday through Friday, the City's decision in writing to the Union.

STEP 4:

- A. In the event the grievance is not settled in Step 3, the Union and grievant shall have the right, within ten (10) working days from the date of the City Manager's decision in Step 3, to request the services of a mediator from the Michigan Employment Relations Commission.
- B. However, if both parties agree not to invoke this step in any grievance, it shall proceed to Step 5. Such request must be made within ten (10) working days from the date of the City Manager's decision in Step 3.

STEP 5:

- A. In the event the grievance is not settled in Step 4 above, the Union shall have the right to appeal the dispute to arbitration. Such appeal must be taken within ten (10) working days from the date of the meeting provided for in Step 4 above. In the event the Union elects to submit the grievance to arbitration,

the Union and the City shall first attempt to mutually select an arbitrator. If the City and the Union are unable to select an arbitrator within ten (10) working days of the Union's appeal to arbitration, an arbitrator shall be selected from a list provided either by the Michigan Employment Relations Commission or the Federal Mediation and Conciliation Service. The parties will alternate, with the Union selecting first, which organization shall provide the list of proposed arbitrators.

- B. It shall be the function of the arbitrator, and he or she shall be empowered except as his or her powers are limited below, after due investigation, to make a decision in cases of alleged violation of specific articles and sections of this Agreement.
1. He or she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. He or she shall have no power to establish new salary scales that have not already been agreed to by both parties in this Agreement, but may in an award require that an employee be paid at the correct salary scale set forth in this Agreement.
  3. He or she shall have no power to change any practice, policy, or rule of the City or to substitute his or her judgment for that of the City as to the reasonableness of any such practice, policy, rule or any action taken by the City. His or her powers shall be limited to deciding whether the City has violated the express articles or sections of this Agreement; and shall not imply obligations and conditions binding upon the City from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.
  4. He or she shall have no power to decide any question, which, under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management

and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.

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

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

ARTICLE 9  
DISCIPLINE AND SELF-INCRIMINATION

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

9.2: Within twenty-four (24) hours from the time of notification of any alleged misconduct wherein a written statement is required, an officer may discuss the matter with his or her command officer or the Director. The officer shall have forty-eight (48) hours after such meeting to make the written statement.

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

9.4: An officer subject to a disciplinary action or suspension without pay may be required to remain on the job and instead, forfeit annual leave and/or holiday leave days at the discretion of the Director.

9.5: An officer shall have the right to review his personnel file at any reasonable time, and shall be furnished a copy of any new entry into his or her personnel file of a disciplinary nature.

9.6: Management may conduct investigations of alleged misconduct by an employee and require a member of the bargaining unit to submit written reports, either by general or specific order. If any report shows or tends to show that the employee submitting the report has committed a crime, the use of such report will be subject to the following:

- A. The report may not be used at any state (Grand Jury or Trial) in any criminal proceedings against the employee.
- B. The report may be used by management in taking action and in defending such action with respect to discharge of the employee.
- C. Failure of the employee to complete the report may result in disciplinary action.

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

9.8: A formal charge of misconduct shall be in written form stating the alleged violation against an employee. When an employee is charged with misconduct which may result in suspension, reduction or dismissal, with any reasonable time, prior to any hearing, he or she shall be given a copy of written and signed charges stating the charges and specifications and advising him or her of his or her right to be represented at any appearance before an investigator or an investigative body. Discovery shall be available prior to any disciplinary hearing of the evidence to be presented at such hearing. Should any new evidence develop during the hearing, a continuance will be granted so that the new evidence may be reviewed by the officer or his or her representative.

9.9: Signatures of employees shall be required on performance evaluations and such signing will only mean the employee has read the

evaluation. No subsequent evaluative comments may be made on record copies once signed by the employee.

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

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

## ARTICLE 10 SENIORITY

10.1: Seniority of a new officer shall commence upon completion of the probationary period as defined in Article 5, Section 5.15. Seniority shall not be affected by the race, sex, marital status or dependents of the employee. An employee shall forfeit his or her seniority rights and his or her employment shall be terminated for the following:

- A. He or she is dismissed for just cause and is not reinstated.
- B. If he or she is absent without leave for three (3) consecutive days without justifiable reason, at which time his employment shall be considered voluntarily terminated also.
- C. He or she retires or resigns.
- D. He or she gives a false reason to obtain a leave.
- E. Seniority shall terminate with exhaustion of leave time, subject to section H-1 below.
- F. He or she is laid off during the term of this Agreement, continuously, for a period to one (1) year, or a period of equivalent of his or her

seniority, whichever is longer, but in no event shall this period exceed 24 months.

G. He or she performs no work in the department as a result of a disability including an injury or illness covered by workers' compensation for a period of two (2) years or length of service, whichever is less.

H.

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

2. A Public Safety Officer who has exhausted his leave time, due to a disability, but who has recovered and is able to re-qualify after two (2) calendar years from the last day he actually worked, shall have lost his seniority but may return only if there is an opening for a Public Safety officer in the department.

3. In subsections (1) and (2) above, it shall be the former employees' obligation to make application and to re-qualify. Upon appointment, previous service credits (excluding the two (2) year period as provided in subsection 1) shall be used in computing seniority for the purposes of earning benefits.

I. Separation upon settlement covering total disability.

J. Failure to return to work or respond in a timely manner following notice of recall. Upon receipt of notice of recall, the employee shall advise the City within three (3) calendar days of his decision whether or not to return to work. If the employee decides to return to work, he

must report to work within fourteen (14) days from the date of the receipt of notification as defined in Section 10.5 of this Article.

10.2: In the event of layoffs of Public Safety Officers, officers shall be laid off in inverse order of seniority in the regardless of rank.

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

10.4: A. Recall of an employee will be written certified mail return receipt requested, to the most senior laid off, eligible employee at his last known address on file with the City.

B. Employees are required to notify the City of their proper post office address or change of address. The City shall be entitled to rely upon the address shown upon its records for all purposes.

C. All laid off employees will be recalled prior to outside hiring for the position to which the officer held, subject to the limits set forth in this agreement

## ARTICLE 11 HOURS OF WORK

11.1: A. A blank schedule will be posted on the bulletin board on every October 15<sup>th</sup> through November 15<sup>th</sup> for the upcoming calendar year. Officers shall select their shifts for that upcoming year by seniority with the officer holding the most seniority selecting first. All officers shall have selected their schedule by November 15<sup>th</sup>, at which time, the schedule will be removed and no changes (with the exception of shift trades by officers in accordance with section 11.3 of this contract) allowed.

B. The regular hours of work shall be the posted schedule showing the officer's normal days to work and normal days off. If changes in the schedule are necessitated, the affected officer shall be notified as soon as possible.

C. Schedules will be posted for shift picks for a period not to exceed 52 weeks.

11.2: Officers are expected to be regular in their attendance and observe the working hours established by the schedule.

11.3: Officers shall be permitted to trade shifts with the prior approval of the Director of Public Safety. Such approval shall not be unreasonably withheld.

11.4: The City, in recognizing the advantage to employees to allow greater selection in the use of compensatory time, will allow employees to use compensatory time subject to the following provisions:

- A. Compensatory time may be used in accordance with department needs. The department will make every effort to accommodate the officer's request.
- B. The use of compensatory time is not to be used as a scheme to create other overtime situations.
- C. Upon termination of employment, if the employee is unable to utilize all of his compensatory time, the unused compensatory time will be paid at the current rate of pay.
- D. All hours earned as compensatory time shall be recorded as time earned at time and one half (1-1/2), unless it is used in the same work cycle, which it will be earned at straight time.
- E. Prior approval of the Director.
- F. In all incidents when overtime is worked to cover compensatory time, the Director shall have the option of determining whether pay shall be in money or time.
- G. The maximum cap for all bargaining unit members shall be **96** hours of compensatory time.

11.5: Shift Structure.

- A. Shift structure shall consist of thirteen (13) week rotations. Shifts/rotations will be made by seniority with the officer holding the most seniority selecting first. The shift structure will start effective January 1<sup>st</sup> and end December 31<sup>st</sup> of each year throughout the life of the contract.
  - B. These selections by seniority will be allowed in keeping with departmental needs and requirements for training new officers and retraining current officers.
  - C. Since there is a possibility of lost time as employees readjust their shifts at the points of change, the City will make sincere efforts to accomplish these changes with a minimum of time lost but will not be responsible for such lost time. Overtime will not be automatically granted during this period.
  - D. Employees shall remain on duty and in service until the scheduled workday and relieved by the duty command officers.
- 11.6: All of Article 11 is subject to compliance with the applicable federal and state wage and hour laws, such as the Fair Labor Standard Act.
- 11.7: For 24-hour shift assignments, the City will maintain the right of assignment to a maximum of 12 hours. However, a maximum of 8 hours of assignment will be patrol time, except in cases of emergency.

## ARTICLE 12 OVERTIME

12.1: Time and one-half pay will be paid for all hours worked in excess of eight (8) hours in any one work day or forty (40) hours in any one work week, except officers working a fire shift who will be paid time and one-half for all hours worked in excess of twenty-four (24) consecutive hours or fifty-six (56) hours per week, averaged over a three week period consistent with the Fair Labor Standards Act, 29 U.S.C.A. 201 *et. seq.* as amended. The workweek shall start at 12:01 am, Monday for purposes of overtime. Overtime worked in sixteen (16) consecutive hour periods or less shall be computed and paid at the rate equal to the annual salary, divided by 2080 and multiplied times 1 ½. Employees working a 16 hour shift that are held over shall receive the overtime rate equal to the

annual salary, divided by 2080 and multiplied by 1 ½. Overtime worked in twenty-four (24) hour periods shall be computed and paid at the rate equal to the annual salary, divided by 2912 and multiplied by 1 ½.

12.2: Officers called to duty outside their scheduled shift hours shall receive three (3) hours minimum work and pay at time and one-half, and officers required to appear in court outside their scheduled shift hours shall receive two (2) hours minimum work and pay at time and one-half. These minimums shall not apply if an officer is called in prior to his regular shift, or is kept beyond his regular shift. In such cases, fractions of hours shall be reported as overtime and the following schedule shall apply for the purpose of wage computations:

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

12.3: The above pro-ration shall also be applicable for periods where over one (1) hour is worked.

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

12.5:

- A. In order to figure the overtime rate for employees working a full 24 hour shift the employee's salary shall be divided by 2,912 hours per year and the result shall be the hourly rate multiplied by time and one-half.
- B. In order to figure the overtime rate for employees working overtime other than those working a full 24 hour overtime shift, the employee's salary shall be divided by 2,080 hours per year and the result shall be the hourly rate multiplied by time and one-half.
- C. Employees shall be paid an additional one-half (1/2) time their hourly rate (annual salary divided by 2,912) for the hours between 53 and 56 averaged over a three (3) week period consistent with the Fair Labor Standards Act, 29 U.S.C.A. 201, *et seq.* as amended.

12.6: Overtime will be rotated by contacting the officer with the lowest overtime recorded and who is available and qualified for the overtime. The employee will be charged for overtime he or she works. Officers will not be charged for overtime that is refused.

12.7: New employees who have successfully completed their probation will be placed at the "top" of the overtime list with zero hours. They will be subject to all rules applied to overtime provided they are qualified for the overtime assignment.

### ARTICLE 13 EMPLOYEE CLASSIFICATION

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

13.2: During the probationary period the employee accumulates annual sick leave but is not entitled to use these benefits until he or she has completed six (6) month of employment.

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

13.4: Officers shall perform all Public Safety Officer duties as assigned by command officers, the Director of Public Safety and the City Manager.

13.5: Probationary Officers. An employee shall have no seniority until completion of his or her probationary period as defined in Article 5, Section 5.15. The work and conduct of a probationary employee shall be subject to the close scrutiny of his superiors and if, during evaluation, he is found to be below the standard satisfactory to the Director, he may be removed or demoted at any time during the probationary period. At the end of this period, he may be either terminated or entered on the department-wide seniority list of the City as of the first day of employment.

All probationary employees laid off or terminated at the discretion of the City shall not have recourse to the Grievance Procedure. The Union shall represent probationary new employees for the collective bargaining and other

specified conditions of employment as set forth in this agreement, but shall be notified in written form of a pending layoff or termination of probationary employees. Further, the Union shall not, directly or indirectly, appeal or grieve terminations or layoffs of probationary new employees, unless for Union activities.

New employee probationary periods may be extended by the Director for no longer than eighteen (18) months. The extension of a new employee probationary period shall be reduced to writing and a copy thereof filed with the Association before the end of the regular probationary period.

Probationary officers shall not acquire seniority during the probationary period, but at the end of such period, the employee shall acquire seniority from the date hired.

#### ARTICLE 14 RESIDENCY

14.1: Current members of the bargaining unit shall be permitted to reside outside the City and there shall be no residency requirement for those employees. All members of the bargaining unit who shall commence employment with the City after January 1, 1984, shall be permitted to live outside the City within a twenty-five (25) mile radius of the City Hall. The City agrees to consider waivers to the residency restrictions on a case by case basis. If there are reasonable documented extenuating circumstances presented by an officer. (Examples may include spouse residency restrictions and inherited property.)

14.2: All Public Safety Officers will carry and respond to communication devices if furnished by the Department for the purpose of emergency call-in. A Public Safety Officer shall be compensated a minimum of 3 hours at the 2080 rate at time and one-half for a response to an IRIS alert. A Public Safety Officer shall not be subject to discipline for their inability to respond to an IRIS alert. To be eligible for IRIS alert overtime, an officer must contact dispatch and confirm they will be responding to the IRIS alert.

#### ARTICLE 15 OUTSIDE EMPLOYMENT

15.1: Officers shall be permitted to engage in part-time employment as long as it does not interfere or conflict with their employment duties for the City, as determined by the Director of Public Safety and with prior approval of the Director. Denial cannot be capricious.

ARTICLE 16  
ROAD PATROL

16.1: A minimum of two (2) officers will be assigned to road patrol duty at all times between the hours of 7p.m. - 7a.m.

ARTICLE 17  
MEETINGS

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

ARTICLE 18  
TRAINING AND DEVELOPMENT

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

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

18.3: Tuition paid by officers to Michigan colleges or universities for courses in the fields of fire science and criminal justice will be reimbursed by the City, subject to the following limitations:

- A. Reimbursement is available only to candidates for B.A. Degrees. The maximum reimbursement will be equal to the number credit hours earned times 50% of the hourly tuition rate for Oakland County Community College for each credit hour.

- B. Both schools and courses must be approved in writing by the Director of Public Safety prior to enrollment. Approval shall not be unreasonably withheld.
- C. The officer must achieve a grade of "C" (or its numerical equivalent, of letter grades are not in use) to be entitled to reimbursement of tuition.

18.4: If such tuition is granted, and the employee terminates his or her employment with the City within twelve (12) months of the completion of the course(s), the amount of tuition paid by the City shall be deducted from his or her final pay. At no time shall City funds duplicate those received from other sources.

18.5: All Officers required to attend school outside of in-service training shall have been considered to have worked the school hours and shall not be required to work more than a total of an eight (8) hour shift or twenty-four (24) hours, if working a twenty-four (24) hour shift. Officers who have attended training for 8 hours shall not be assigned to road patrol upon returning to work. This provision shall not apply to an employees' regularly scheduled work shift or to emergencies.

18.6: All officers will attend in-service training programs. Any officer unable to attend shall notify the on-duty command officer as soon as possible. If the absence is known in advance the officer shall submit the reason(s) in writing.

18.7: In-service training conducted at a time other than during regular working hours, shall be compensated at time and one-half of an officer's regular hourly rate of pay.

18.8: Physical fitness standards will be determined by a committee representing the City, the Union, and a mutually agreed upon physical fitness professional. Those meeting said standards will receive two days of extra compensatory leave, provided, however, that the use of the compensatory time earned through physical fitness testing cannot create overtime without prior approval of the Public Safety Director or his/her designee. Participation in said standards are strictly voluntary and there will be no discipline issued as a result of this section.

ARTICLE 19  
MEDICAL EXAMINATION

19.1: It shall be the responsibility of each member of the Department of Public Safety to keep himself or herself in the proper physical condition to enable him or her to carry out the normal functions of a Public Safety Officer. The Director of Public Safety may, at any time, request a physical examination of any Public Safety Officer. Any officer refusing to take a physical or psychiatric examination when so requested will be summarily suspended, without pay, until the physical examination has been completed.

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

19.3: Should any officer, after a physical or psychiatric examination, be found physically or mentally unfit to perform the normal duties of a Public Safety Officer, such officer shall be immediately relieved of duty until certified able to return to duty by a physician of the City's choosing. The selected officer may, at his or her own expense, obtain an independent medical or psychiatric examination by a physician of his or her own choosing. If the City's physician and the employee's physician cannot agree as to the extent of disability, a physician mutually selected by the City's physician and the officer's physician, shall cause an examination to be made, and his or her opinion shall be binding on both parties. Should any officer be found, after physical examination, to be overweight or lacking in physical condition to such an extent that, in the opinion of the examining physician, that officer is unable to perform the normal duties of a Public Safety Officer, and said physician shall prescribe a course of diet, exercise or both to return said officer to normal weight and condition, said officer shall not be relieved of duty so long as he or she shall be following the direction of said physician.

19.4: The cost of any examination ordered by the City, physical or psychiatric, shall be absorbed by the City. The results of such examination shall be made available to the officer or his or her own physician, in addition to the City. The results of said examination shall not be made available to any other

person, except by written authorization executed by the officer. For regularly scheduled physical examination, the officer may desire to have his or her own physician perform such examinations, in which case, the City shall pay an amount not exceeding fifty (\$50.00) dollars toward the cost of such examination. The officer shall make the results of such examination available to the City.

## ARTICLE 20 UNIFORMS

20.1: The City shall provide at the time of hire all uniforms required to be worn by the uniformed employees. A uniform allowance of \$750.00 each fiscal year payable on the first payroll after July 1<sup>st</sup> for the purchase of uniform items as specified by Department General Orders shall be provided to each employee. The uniform allowance shall be prorated for any employee hired since the preceding July 1<sup>st</sup>. Proration for the first month of employment shall be as follows: Employees who begin work on the 1<sup>st</sup> through the 15<sup>th</sup> of the month shall receive the pro-rata share of uniform allowance. Employees who begin work on the 16<sup>th</sup> through the last day of the month shall not be credited with uniform allowance.

20.2: The City will repair or replace any personal items broken or damaged, not through the negligence of the officer, in the line of duty. The City's obligation under this Section shall be limited to a maximum of one-hundred (\$100) dollars except in the case of prescription eyeglasses. An employee is required to submit an incident report before receiving reimbursement. Reimbursement shall be made the first payroll of the month following the approval of the report by the Public Safety Director or his/her designee.

20.3: A special allowance of one hundred twenty-five (\$125.00) dollars will be provided to each officer, payable the first payday of November, for special equipment used in the performance of Public Safety activities. For a new officer, the amount will be pro-rated in accordance with the actual number of months worked.

20.4: The City will comply with applicable regulations with respect to mask lens requirements and will, at the City option, provide the required mask or provide optical lasik at the City's discretion.

ARTICLE 21  
CLEANING ALLOWANCE

21.1: The City shall pay to each officer a uniform cleaning allowance of four-hundred (\$400.00) dollars per year, payable one-half (\$200.00) on the first pay of August and the final one-half (\$200.00) on the first pay of November.

21.2: In the instance of any officer not employed for the full year as a Public Safety Officer, the cleaning allowance shall be pro-rated in accordance with the actual number of months worked.

ARTICLE 22  
BRIEFING PAY AND SHIFT PREMIUM

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

22.2: Effective upon the date of the execution of this agreement, each officer who works a midnight shift shall be paid a three (\$3.00) dollar flat rate shift premium, for each night actually worked. Payment shall be made in the second pay period in January for the preceding calendar year.

ARTICLE 23  
VACATIONS

23.1: Officers with less than 1 full year of service prior to January 1<sup>st</sup> may be allowed vacation leave in the proportion that his/her actual service bears to a full year of service. The employee may not use this partial leave, however, until he has been employed for 6 months. Each officer with one full year of service prior to January 1 is to be granted 13 days of vacation. An additional 7 days of vacation shall be granted an employee with five or more years of service. An additional day shall be granted an officer who has reached 15 years of service on or before January 1 and 1 more day per year thereafter with a maximum of 5 additional days after 19 years.

23.2: The entire annual vacation may be taken at one time. This must be done at a time when it will not interfere with established vacation schedules, and approved by the Director.

23.3: Vacations earned during one (1) calendar year shall be taken during the next calendar year. Vacation leave will be earned at the annual rate set forth in Article 23.1. Vacation leave will accrue for every month that an employee receives at least 80 hours of compensation. An employee will be considered to be compensated during time which he or she works and is paid regular wages, is taking sick time, floating holiday, personal day or vacation time or is on worker's compensation. During months for which employees receive less than eighty (80) hours of pay, no vacation leave will be earned.

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

23.5: Vacation Selection: Immediately following annual shift selections, all Public Safety Officers must make a 13-day vacation selection by seniority selecting two 5-day picks and one 3-day pick. One of the 5-day picks may be split as 1 + 4, 2 + 3, 3 + 2 or 4 + 1 to allow vacation days to be scheduled immediately before and after the employee's regular leave days. Each PSO must select a defined period for the vacation, or select "no preference." Those selecting "no preference" may later schedule the 13-day vacation at any time during the remainder of the year that is available. Those selecting "no preference" may not "bump" other employees with less seniority who have previously scheduled vacation time for the period in question.

- A. "Bumping" of officers with any type of previously scheduled time off shall not be permitted.
- B. Immediately following the conclusion of the 13-Day vacation selections by all officers (by seniority) officers will then select their five-year (seven-day) vacation selection, if eligible, based on years of service. Simultaneously while selecting a five-year vacation, an officer may make his/her holiday selections, as well as, any 15+ years-of-service earned vacations (by seniority as well).

- C. All vacation and holiday selections must comply with section 23.4 of this contract.
- D. A blank schedule for vacation selection shall be posted on the bulletin board on every November 15<sup>th</sup> through December 15<sup>th</sup> for the upcoming calendar year. The completed schedule shall be posted by December 31<sup>st</sup>.

## ARTICLE 24 HOLIDAY VACATIONS

24.1: An employee with one year of service prior to January 1<sup>st</sup> shall be granted a holiday leave of twelve (12) days in lieu of the following holidays: New Year's Day, Washington's Birthday, Memorial Day, Martin Luther King's Birthday, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, Easter, and Christmas Eve. An employee with less than one (1) full year of service prior to January 1<sup>st</sup> will be granted a holiday leave equal to the number of holidays that fell during the period of employment.

24.2: The holiday leave shall be taken as twelve (12) consecutive calendar days. However, the leave may be taken as nine (9) or seven (7) consecutive calendar days with additional number of holiday leave days being taken as consecutive calendar days. For officers working an 8-hour shift, leave days shall not be counted as holiday leave. Requests to schedule holiday leave in consecutive day periods other than described in this section, may be granted at the discretion of the Director of Public Safety.

24.3: Any holiday leave may be taken in straight-time pay to be paid the first pay in November and/or converted to equal hours of compensatory time. Holiday pay shall be calculated as the annual salary divided by 2080 hours times 8 hours per holiday.

24.4: Any employee who works on Christmas, Christmas Eve, Thanksgiving or the 4<sup>th</sup> of July will be paid time and one-half for those hours worked on the holiday. For purposes of this provision a holiday will be deemed to commence on 12:01 a.m. on the holiday and continue for the ensuing twenty-four (24) hour period.

ARTICLE 25  
PERSONAL BUSINESS DAY

25.1: Three (3) leave days per year shall be granted to each officer to attend to personal business.

Personal Business Days shall not be used on the following days/dates: Any holiday as listed in Section 24.1.

ARTICLE 26  
INJURY LEAVE

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

- A. During the first seven (7) days, the City shall pay the employee his basic weekly wage.
- B. After the first seven (7) days, an officer who is eligible for Worker's Compensation Insurance Benefits will be paid such benefits directly by the City's insurance carrier. The City will pay an employee eligible for worker's compensation benefits the difference between his or her insurance benefits and his or her weekly wage while he or she receives Worker's Compensation. Any such dual payment will not continue beyond twenty-five (25) weeks.

26.2: To become eligible for injury leave with pay, an officer must report his or her injury to his or her immediate supervisor or designee as soon as possible and make himself or herself available for medical examination.

ARTICLE 27  
EMERGENCY LEAVE

27.1: In case of death or serious illness in his or her immediate family, an officer may be granted a leave of absence with pay for a period not to exceed three (3) days. If additional time is required, it will be deducted from the annual leave credits or if no credits are available, the additional time will be considered

as leave without pay. Immediate family is defined as spouse, child, brother, sister, parent, parent-in-law, grandparent, grandparent-in-law or step family members.

27.2: For the death of a relative other than the immediate family, which because of extenuating circumstances an officer may need time off, the Director may make a request to the City Manager for approval.

27.3: An officer shall be permitted three (3) days off during time his or her spouse is delivering a baby or during the period of confinement immediately thereafter, or to receive delivery of an adopted child.

## ARTICLE 28 SICK LEAVE

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

- A. A regular employee shall accrue sick leave at the regular rate of one day per month. Sick leave shall not accrue while an employee receives sick leave benefits or Worker's Compensation payments. Sick leave shall not be considered a privilege that an employee may use at his or her discretion but shall be allowed only in cases of actual sickness or disability.
- B. A minimum time allowed an employee for sick leave shall be one-half day.
- C. The amount of time to be allowed an employee for sick leave may, if not used during the year earned, may be accumulated until a total of one hundred (100) days is reached and may be kept to his or her credit for future sick leave with pay at the rate in effect at the time it is paid. When an employee has accumulated 100 days of sick leave, all earned but not used leave, thereafter accruing shall be paid for as of December 1<sup>st</sup> of each year at fifty (50%) percent the employee's regular pay.

- D. A written authentication of illness or injury necessitating absence from duty, made by a licensed physician, may be required by the City as a condition precedent to the payment of compensation for any period of absence from duty exceeding two (2) consecutive workdays.
- E. The Director of Public Safety may require a doctor's certificate of illness as a condition precedent to allowing payment of sick leave whenever any officer shall be off duty on sick leave for two (2) days or less and such occurrences shall occur more than five (5) times in any calendar year. Such action shall be discretionary with the Director of Public Safety and this policy shall be exercised only when it reasonably appears to the Director of Public Safety that an unwarranted usage of sick time is occurring.

28.2: After all sick leave is used, if the employee so elects, annual leave may be used as sick leave and regular payment therefore to the extent of the annual leave which the employee is entitled to. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until he returns to work, except as noted under Section 28.8.

28.3: Sick leave shall be considered for all purposes as continuing service. However, in the event of discharge, the first one hundred (100) days of unused sick leave shall be canceled and not paid.

28.4: To receive sick leave, the employee shall communicate with his department head or designee immediately prior to the time set for beginning work. Failure to do so may be cause for denial of sick leave with pay.

28.5: Recognized holidays falling within a period of authorized sick leave shall not be counted as sick leave days.

28.6: Sick leave may be allowed in case of illness, or injury occurring during a vacation period. Evidence of such incapacity must be provided from the first day to the satisfaction of the department head and City Manager.

28.7: One hundred (100%) percent of accumulated sick leave will be paid to the widow or widower, or the estate of, should no beneficiary be listed, of an

employee who dies while employed full time, or to an employee who resigns or retires.

28.8: Union members may transfer up to a maximum of ten (10) sick leave days each from their accumulated sick leave to an employee on injury leave to be used in conjunction with Worker's Compensation Insurance with the approval of the City Manager.

## ARTICLE 29 INSURANCE

29.1: The City shall provide a life insurance plan, with accidental death and dismemberment, at one and one-half (1-1/2) times the employee's annual salary to the nearest \$1,000 up to a maximum of \$70,000. Officers shall be eligible to receive this insurance coverage at their date of hire.

29.2: The City shall maintain hospitalization insurance for an officer and his or her family. An officer shall become eligible for this insurance coverage upon the first monthly enrollment as allowed by the carrier after the date of hire. The City shall provide the BC/BS Simply Blue HRA PPO \$5000 health insurance plan with a 5-tier prescription drug coverage plan in Appendix A. The City shall provide self-insurance coverage for the deductible provisions of the plan. The co-insurance, flat dollar co-pays and prescription co-pays shall be the responsibility of the employee.

The City may offer an HMO as an option to employees. The choice of the HMO shall be up to the City and may be changed by the City. Employees may change back to above coverage in 29.2 during open enrollment periods.

The parties acknowledge that they are subject to the Publicly Funded Health Insurance Contribution Act, MCL 15.561 *et. seq.*, being Public Act 152 of 2011, and that the Employer has the right to make the elections and allocations described in that Act. It is agreed that the employees shall be required to make any contributions required under PA 152 through payroll deduction. The parties further agree that the then-current level of employee contributions shall remain in place if 1) the employee contributions required by the Publicly Funded Health Insurance Contribution Act become inapplicable to the members of this unit or 2) the Act is repealed. It is further agreed that, should the City Commission elect to opt-out of the cost sharing provisions of PA

152, effective ratification of the 2015 to 2017 Collective Bargaining Agreement, employees will contribute an amount equal to 5% of the composite medical insurance premium including projected reimbursement amounts, through bi-weekly payroll deduction.

The employee contributions will be recalculated at the time of the insurance renewal date each year.

29.3: For employees hired before July 1, 2015, the City shall provide the retirees and their spouses the insurance described in 29.2 of this Article from the date of the officer's retirement up to age 70 or until they (the officer or the spouse) becomes eligible for Medicare-Medicaid, whichever is sooner; at that time, the Employer shall provide the Blue Cross/Blue Shield plan that supplements Medicare-Medicaid. The City's obligation to provide either Blue Cross/Blue Shield coverage or the Blue Cross/Blue Shield Supplementary plan shall continue as long as the retiree or his spouse receives a pension from the Retirement System.

Employees hired after July 1, 2015 shall be provided a Retiree Health Savings Plan in lieu of employer provided retiree health insurance. The employer will contribute 1% of base wage on behalf of each employee for each month in which the employee is compensated at least 120 hours. The employee will also contribute 1% of base wage into the RHSP, pro-rated monthly, through payroll deduction. Employee accounts will be invested in a qualified plan under the provisions of the Internal Revenue Service. Employees who retire or otherwise terminate employment with the City will be entitled to apply their contribution and their vested City contribution for qualified medical expense including the cost of health insurance in accordance with IRS regulations. Employees will be vested in the City contributions under the plan according to the following schedule:

Two years of seniority	25%
Four years of seniority	50%
Six years of seniority	100%

29.4: The City will provide dental benefits for Public Safety Officers and his or her family at no cost to the officer as follows with benefits equal to 80/20 co-insurance for Type I, I and III up to one thousand (\$1,000.00) dollars per person per year and Type IV up to one thousand five hundred (\$1,500.00) dollars

per lifetime. An officer shall become eligible for this insurance coverage upon completion of ninety (90) days of continuous service.

29.5: The City shall provide optical insurance benefits, Davis Vision Plan for Public Safety Officers and their families at no cost to the officer. An officer shall be eligible for this insurance coverage thirty (30) days after the date of hire.

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

29.7: The City will implement a long-term disability policy for all Public Safety Officers. Said policy is to have the following level of benefits: seventy (70%) percent of base pay up to a maximum monthly benefit of four thousand (\$4,000) dollars, following a one hundred and eighty (180) day waiting period. Each employee shall be given a certificate or policy describing in detail the coverage. During the period of disability while seniority is in effect, all insurance shall be maintained for the disabled employee at the current levels (see Article 10, Seniority).

29.8: Subject to Section 29.3 above, in the event a voluntary or involuntary termination or in the event of a layoff, the City's obligation to pay premiums for health, dental, optical, life or disability insurance shall terminate as of the date sufficient to provide such insurance coverage through the last day of the billing month in which such termination or layoff occurs. An employee may elect to continue health, dental or optical insurance consistent with the terms of the Federal COBRA law.

29.9: The parties have expressed a mutual interest in conferring in the future with respect to reorganizing the Department to include Detective work within this bargaining unit and revising current dental coverage. Any future agreement between the parties would be included in the contract upon approval of the principal parties.

29.10: In the event a retiree loses his or her spouse after the employee has retired due to death, divorce or otherwise, the retiree will be unable to cover subsequent spouse(s) or additional family with medical or other insurance.

29.11: Any employee who chooses to waive City provided health insurance, as provided in Paragraph 29.2 of this Article, and whose spouse or

parent has coverage provided by another employer shall be paid Three Thousand dollars (\$3,000) each year for every year that the employee waives City provided coverage. Payment of Fifteen Hundred dollars (\$1,500) shall be made semi-annually to each employee who has not taken any City provided health insurance for the previous six (6) months. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee before said employee will be declared eligible to receive the semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff or termination, shall be allowed to enroll in the City provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a City sponsored plan at the beginning of the next billing period or as soon as allowed by the carrier. Employees who elect to waive their coverage may not re-enroll in the City provided health insurance plan for any other reason until the beginning of the City's open enrollment period. In the event that an employee re-enrolls for this reason, his payment shall be pro-rated according to the number of months he or she waived coverage in the six (6) month period. Election of waiver or enrollment in the City sponsored plan shall be limited to the January and July billing periods. The City shall have no responsibility to counsel employees regarding the advisability of election of waiver of coverage. The opportunity to receive payment for waiver of coverage shall be limited to those employees who were either taking the City's insurance coverage on, or hired after, the effective date of this agreement. The same provision for the election of a waiver of insurance shall be made available to retirees.

### ARTICLE 30 RETIREMENT

30.1: For employees hired before July 1, 2017 the City shall maintain the Michigan Municipal Employees Retirement System pension, with the following benefits: B-4, F-50/25 waiver and FAC-3. The employee's contribution rate shall be 5%. Effective January 1, 2018 the inclusion of the payment for accrued vacation time in FAC for purposes of computing pension shall be capped at twenty-five (25), eight (8) hour days at the 2,080 hourly pay rate.

Pension and contribution rate may re-open during the life of this agreement if the Public Safety Officers Defined Benefit Group is funded at an acceptable rate per M.E.R.S. regulations for the purpose of increasing pension benefits.

30.2 Employees hired after July 1, 2017 will be covered by a Defined Contribution plan administered by MERS in lieu of participation and eligibility in the Defined Benefit pension plan. Employees will make a contribution equal to 5% of their base wage into their Defined Contribution pension account with MERS. The City will make a contribution equal to 13% of an employee’s base wage into their Defined Contribution account. Employee payments will be deducted from their paychecks and submitted to their account by the City. Employee and City payments shall be made following each payroll period. Employees will have the responsibility to manage and control funds in their accounts subject to the provisions and regulations of MERS. The Employer hereby specifies the following vesting schedule:

- Year #3 – 50% vested
- Year #4 – 75% vested
- Year #5 – 100% vested

**ARTICLE 31**  
**SEPARATION**

31.1: An officer leaving the service of the City without giving the Director at least two (2) week notice shall forfeit any right to unused leave. If the Director is satisfied such failure was caused by illness or other unavoidable circumstances, making it impossible to give the proper notice, forfeiture of his or her leave shall be waived.

31.2: If an employee leaves the service of the City with two (2) week notice, he or she shall be paid for his or her accumulated leave.

**ARTICLE 32**  
**WAGE SCALE**

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

EFFECTIVE DATE	PERCENT INCREASE	START	6 MTHS	12 MTHS	18 MTHS	24 MTHS	32 MTHS	48 MTHS
7/1/17	2%	\$43,845	\$47,418	\$50,196	\$53,214	\$56,229	\$62,268	\$68,298

7/1/18	3%	\$45,160	\$48,840	\$51,702	\$54,811	\$57,915	\$64,136	\$70,347
7/1/19	2.5%	\$46,289	\$50,061	\$52,995	\$56,181	\$59,363	\$65,739	\$72,106

32.2: During the absence of a Command Officer, the senior P.S.O. may be appointed shift commander. Acting Command Officer to receive 10% hourly pay adjustment for time served as Acting Command Officer.

32.3: Field Training Officers (FTO) will accrue one hour to be paid at time and one-half for each 8 hour shift working with a probationary employee.

**ARTICLE 33**  
**LONGEVITY**

33.1: The City shall pay a “years of service” premium to each officer having five (5) years or more of continuous service but less than ten (10) years in the amount of four (4%) percent of base pay, six (6%) percent of base pay for ten (10) years or more of service. Each officer’s anniversary date will provide the basis for computation of complete years of service. Such payment shall be made bi-weekly.

**ARTICLE 34**  
**SAVINGS CLAUSE**

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

**ARTICLE 35**  
**BERKLEY/HUNTINGTON WOODS CONSOLIDATION**

35.1: The union agrees to provide officers to participate in joint meetings with neighboring departments to discuss consolidation or cooperative service arrangements. The union’s participation neither agrees or disagrees with the possible merger (May be letter of understanding instead of Contract Language)

ARTICLE 37  
EMPLOYEE DEATH

36.1: For purposes of this contract, all pay, allowances, and other benefits due a deceased employee shall be paid to the employee's beneficiary. Where such employee has no named beneficiary, payment shall be made to the deceased employee's estate.

ARTICLE 37  
EQUIPMENT RETURN

37.1: An employee leaving the service of the City whether through resignation, retirement, lay-off, or discharge, is responsible for returning any city property which they may have in their possession. A receipt shall be given to the employee by a representative of the City as proof of receipt at the time the equipment is returned.

ARTICLE 38  
ADMINISTRATIVE LEAVE

38.1: In the event that a Public Safety Officer is involved in the use of deadly force on or off duty, the Public Safety Officer shall be placed on administrative leave with all pay and benefits. The Public Safety Officer shall be required to consult with a City appointed psychiatrist at the department's expense. The Public Safety Officer shall also continue to be available to the department in order to investigate the incident. It is understood by the City, department and the Public Safety Officer that placing the officer on administrative leave does not constitute disciplinary action nor does it otherwise, in any way, affect the department's right to impose disciplinary action.

ARTICLE 39  
PROMOTIONS

39.1: Promotions to the next rank outside of the bargaining unit shall be on a competitive basis as set forth below. It is understood that the City has the sole discretion whether to fill, eliminate or leave vacant any promotional position.

A. Eligibility for promotion shall be limited to employees who have completed four (4) years as a full-time sworn law enforcement officer, full-time Firefighter or Fire Officer, or full-time Public Safety Officer or combination thereof, as of the date of the written exam.

B. A promotional list shall be established based on a Lieutenant's evaluation, a written test and an oral board as follows:

20% of the score shall be based on the average of the Lieutenant's evaluation. Written evaluations shall be done by supervisory command officers who have directly supervised the candidate within two (2) years from the date of the written evaluations. Candidates who receive a combined average score less than 70% will be disqualified.

40% of the score shall be based on a written test.

40%

of the score shall be based on an oral board interview conducted by three command officers from other Departments.

C. A promotional eligibility lists will expire eighteen (18) months from date of publication, or at such time when there are less than 3 candidates on the list.

D. When making a promotion, the Chief of Police shall be entitled to select from the top three (3) ranked persons on the promotional list at the time that the promotion is made.

E. The employee who is promoted shall be granted a one (1) year trial period to prove his ability. During the trial period, the employee shall have the opportunity to voluntarily revert to his former classification and former rate of pay without loss of seniority. If it is determined by the City in its sole discretion, at any time during the one (1) year period, that the employee cannot perform his duties, he will be returned to his prior position without loss of seniority, and neither the employee nor the Union shall have recourse to the grievance procedure over such return.

ARTICLE 40  
CONTRACTUAL UNDERSTANDING

40.1: This agreement incorporates the entire understanding of the parties on all issues that were or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any matter whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement..

40.2: Nothing in the above paragraph shall be construed to limit the parties from mutually agreeing to discussion of any contract clause.

40.3: An emergency manager appointed under the Local Financial Stability and Choice Act shall be allowed to reject, modify or terminate this collective bargaining agreement as allowed in the Local Financial Stability and Choice Act.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

POLICE OFFICERS LABOR COUNCIL

CITY OF HUNTINGTON WOODS

\_\_\_\_\_  
Chester Kulesza  
Business Agent

\_\_\_\_\_  
Robert F. Paul, Mayor

HUNTINGTON WOODS PUBLIC  
SAFETY OFFICERS ASSOCIATION

\_\_\_\_\_  
Amy Sullivan, City Manager

\_\_\_\_\_  
Erick Stiner

\_\_\_\_\_  
Joy Solanskey, Clerk/Treasurer

\_\_\_\_\_  
Todd Tyler