

AGREEMENT

BETWEEN

THE CITY OF HUNTINGTON WOODS

AND

COMMAND OFFICERS ASSOCIATION OF MICHIGAN

EFFECTIVE JULY 1, 2018 TO JUNE 30, 2021

HUNTINGTON WOODS COA

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AGREEMENT

This agreement is entered into between the City of Huntington Woods (hereinafter referred to as the "City") and the Command Officers Association of Michigan (hereinafter referred to as the "union"). This agreement is entered into this upon execution by both parties. The agreement shall become effective July 1, 2018 and shall remain in effect to and including June 30, 2021 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 and to promote orderly and peaceful relations for the mutual interest of the city 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.

1.5: Where appropriate in this agreement, specifications of the masculine gender implies to female.

ARTICLE 2  
RECOGNITION

2.1: The City recognizes the Command Officers Association of Michigan as the sole and exclusive bargaining agent, to the

extent permitted and required by Act 379 of the Public Acts of 1965, as amended, for all Public Safety Sergeants, Detectives Lieutenants and Lieutenants, but excluding all Public Safety Officers. 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 two members and the alternate. The City shall negotiate with those representatives as herein provided. Any changes in the bargaining committee shall result in written notification to the other party.

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 or benefits.

3.3: In the event 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/her membership in the Union, or because of his/her acting as an officer or in any other capacity on behalf of the Union.

ARTICLE 4  
AGENCY SHOP AND DUES DEDUCTION

4.1: 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 deductions of all employees shall be remitted together with an itemized statement to the Treasurer by the fifteenth (15<sup>th</sup>) of the current succeeding month after such deductions are made. This 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.
- 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 to pay a representation fee equal to dues required for membership commencing thirty (30) days after the effective date of this agreement, and such condition shall be required for the duration of this agreement. Any representation fee shall be conditioned in accordance with applicable law.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this agreement and covered by this agreement shall be required, as a condition of employment, to become members of the Union or pay a representation fee to the Union equal to dues required for membership for the duration of this agreement commencing after one hundred and eighty (180) days from their commencement of employment with the City. Any representation fee shall be conditioned in accordance with applicable law. In no way shall the collection of dues interfere, modify or alter the rights of the employer over the probationary employee during the probationary period.
- 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 nor paid a representation fee to the Union.

2. Within ten (10) working days from the date the Union notifies the employer that the employee has elected not to join the Union or pay the representation fee, the employer shall:
  - a. Notify the employee of the provisions of this 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 the receipt of such written notice, the employer shall within five (5) working 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, demand, suits, and other forms of liability by reason of action taken in accordance with this Article.

ARTICLE 5  
JOINT RESPONSIBILITIES

5.1: There shall be no strikes, sympathy strikes, concerted failure to report for work, slowdowns, or stoppages of work, during the term of this agreement, or during any period of time while negotiations are in progress between the parties hereto for the amendment or renewal of this agreement.

5.2: The City will not lock out any employee during the term of this agreement.

ARTICLE 6  
MANAGEMENT RESPONSIBILITIES

6.1: 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 right to decide the number and location of its facilities, stations, etc., work to be performed within the unit, maintenance and repair, amount of supervision necessary, machinery and tool equipment, methods, schedules of work, and the control of equipment and materials, and the right to purchase services of others, contract or otherwise, to enter into mutual pacts with other communities and expressly reserves the right to establish and maintain rules and regulations governing the operation of the Public Safety Department and the employees therein, which rules can only be challenged by resort to the Grievance Procedure as unreasonable.

6.2: It is further recognized that the responsibility of the management of the City for the selection and direction of the working force, 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.

6.3: The City agrees to negotiate changes in working conditions should any services be contracted to other cities.



ARTICLE 7  
GRIEVANCE PROCEDURE

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

STEP 1. Any employee having an alleged grievance shall first discuss the matter with the Public Safety Director. If not settled in this discussion, the grievant shall discuss the matter with his representative, reduce the grievance to writing, and sign it. Any grievance not submitted within five (5) working days, Monday through Friday, of its occurrence shall be considered automatically closed.

STEP 2. In the event the grievance is not settled in Step 1, a meeting shall be held between the representative, the grievant, and Director of Public Safety within five (5) working days, Monday through Friday of its written submission. The decision of the Public Safety Director shall be given in writing within five (5) working days, Monday through Friday, of the end of the meeting, unless the time is extended by mutual agreement.

STEP 3.

- A. If the grievant is not satisfied with the decision at Step 2, the grievant or his representative may, within five (5) working days, Monday through Friday, after the decision at Step 2, submit the grievance in writing to the City Manager. The grievant shall submit his statement of position and all relevant information with such notice. If the grievance is not so submitted it will be considered closed on the basis of the last disposition.
- B. The City Manager shall meet with the grievant. Each party may have an outside representative at this meeting.

- C. The City Manager shall submit within five (5) working days, Monday through Friday, of any such meeting the City's decision in writing to the grievant.

STEP 4.

- A. In the event the grievance is not settled in Step 3, the grievant shall have the right within ten (10) working days, Monday through Friday, after the decision in Step 3 to request the services of a mediator from the Michigan Employment Relations Commission.
- B. However, if both parties agree not to invoke this step in any grievance, it shall proceed to Step 5.

STEP 5.

- A. In the event the grievance is not settled in Step 4 above, the Union shall have the right to appeal the dispute under and in accordance with the rules of the American Arbitration Association. Such appeals must be taken within fifteen (15) days from the date of the meeting provided for in Step 4 above or within thirty (30) days after the decision in Step 3, if mediation under Step 4 is not requested.
- B. It shall be the function of the arbitrator, and he/she shall be empowered except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violations of the specific articles and sections of this agreement.
1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
  2. He/she shall have no power to establish new salary scales that have not already been agreed to by both parties in this agreement, but may in an award require that an employee

be paid at the correct salary set forth in the agreement.

3. He/she shall have no power to change any practice, policy, or rule of the City nor to substitute his judgment for that of the City as to the reasonableness of any such practice, policy, rule or any action taken by the City. His/her powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; and shall not imply obligations and conditions binding upon the City from this agreement, it being understood that any matter not specifically set forth herein remains within the serviced rights of the City.
4. He/she shall have no power to decide any question which, under agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
5. The arbitrator shall render a decision according to the rules of the American Arbitration Association with the limitations and exceptions as noted above.

7.2: If either party disputes the arbitration eligibility of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitration eligibility. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

7.3: There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the City.

7.4: The fees and expenses of the arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

7.5: No decision in any one case shall require a retroactive wage adjustment in any other case.

7.6:

- A. Any grievance not appealed from a decision on any of the steps of the above procedure to the next step as prescribed shall be considered dropped.
- B. 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.

7.7: 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.

7.8: No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, less any compensation he may have received from any source of employment during the period in question.

7.9: Any notice of disciplinary and discharge action taken and the reasons therefore shall be in writing.

7.10: 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.

7.11: The time limits set forth herein shall be strictly applied; however, they may be extended by mutual agreement for good cause shown.

ARTICLE 8  
DISCIPLINARY PROCEDURE

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

8.2: An Officer, upon the decision of the Director of Public Safety and with the approval of the City Manager, may be dismissed or demoted for cause.

8.3: Within twenty-four (24) hours from the time of notification of any alleged misconduct wherein a written statement is required, an Officer may discuss the matter with the Public Safety Director. The Officer shall have twenty-four (24) hours after such meeting to make the written statement.

8.4: An Officer shall have the right to request a Union representative to accompany him at all levels of disciplinary procedure except in circumstances requiring immediate disciplinary action.

8.5: An Officer subject to the disciplinary action of suspension without pay may be required to remain on the job and instead forfeit annual leave and/or holiday leave days at the discretion of the Public Safety Director.

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

ARTICLE 9  
SENIORITY

9.1: Seniority of a new Command Officer shall be commenced after the Officer has completed his probation period of one (1) year and shall be from the date of promotion. An officer shall forfeit his seniority rights and his employment shall be terminated for the following:

- A. He/she is dismissed for just cause and is not reinstated.

- B. If he/she is absent without leave for three (3) consecutive workdays without justifiable reason, at which time his/her employment shall be considered voluntarily terminated also.
- C. He/she gives a false reason to obtain a leave.
- D. He/she retires or resigns.
- E. Seniority shall terminate with exhaustion of leave time subject to Section 8-A of this article.
- F. He/she is laid off during the term of this agreement, continuously, for a period of one (1) year, or a period equivalent to his/her seniority, whichever is longer, but in no event shall this period exceed twenty-four (24) months.
- G. He/she performs no work for the Public Safety Department as a result of a disability for a period of two (2) years or length of service, whichever is less.
- H.
  - 1. A command Officer who has exhausted his leave time, due to a disability, but who has recovered and is able to return to work within two (2) calendar years from the last day he actually worked, may exercise his seniority and displace the most junior Command Officer. The junior Command Officer who was bumped shall not have the right to grieve his displacement.
  - 2. A Command 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 Command Officer in the department.

3. In subsection (B) above, it shall be the former employees' obligation to make application. Upon return to work or re-qualifying for work, previous service credits (excluding the two (2) year period as provided in subsection (A) and the period of time the Command Officer was absent from work due to disability as provided in subsection (B) of this Article) shall be used in computing seniority for the purpose of earning benefits. Upon return to work or re-qualifying for work, previous service credits and the period of time the Command Officer was absent from work due to disability, shall be used in computing seniority for the purposes of layoff, recall, annual vacation selection and the annual shift selection described in the Letter of Understanding regarding Shift Selection.
  
4. For purposes of Section B of this Article, "able to return to work" under subsection (A) shall mean the physical or mental fitness necessary to carry out the normal functions of a Public Safety Command Officer. "Re-qualify" under subsection (B) includes the successful completion of a department orientation program on current procedures, and the certification requirements of the position. In order to be "able to return to work" or "re-qualify", the employee shall follow the procedure provided in Article XVII, Medical Examinations. For purposes of subsections (A) and (B) of this Article, the City may direct the Command Officer to take a physical or psychiatric examination by a physician appointed by the City, prior to returning or re-qualifying for work. Any dispute between the City and the Union with respect to the employees' physical or mental fitness shall be resolved according to the procedure established in Article XVII, Medical Examinations and the Grievance Procedure, if necessary. The City will make

a reasonable effort to notify the former employee when a position becomes available.

- I. Separation from employment as a Command Officer due to a permanent disability.
- J. Failure to return to work within three (3) calendar days following recall with two (2) weeks written notice.
- K. Choice of vacations shall be on a seniority basis per the needs of the department.
- L. In the event of layoffs, Public Safety Command Officers shall be laid off in inverse order of seniority. Any such laid-off Command Officer may bump back into a Public Safety Officer position within the department, provided he/she has greater total seniority as a City employee than a Public Safety Officer who is bumped.

ARTICLE 10  
HOURS OF WORK

10.1: The regular hours of work shall be the posted schedule showing Officers normal days to work and normal days off. If changes in the schedule are necessitated, the affected Officer shall be notified as soon as possible.

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

10.3: Command Officers shift structure shall consist of thirteen (13) week rotations. Officers shall be permitted to trade shifts with the prior approval of the Director of Public Safety. Such approval shall not be unreasonably withheld.

10.4: 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 and the Fair Labor Standards Act:



- 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 overtime situations.
- C. Upon termination of employment, if the employee is unable to utilize all of his compensatory time, the unused compensatory time as computed under the Fair Labor Standards Act, will be paid at the hourly rate at time of termination.
- D. Prior approval of the Public Safety Director.
- E. In all incidents when overtime is worked to cover compensatory time, the Public Safety Director shall have the option of determining whether pay shall be in money or time.
- F. The maximum cap for all bargaining unit members is 96 hours of compensatory time.

ARTICLE 11  
OVERTIME

11.1: For employees assigned to a forty (40) hour week work schedule, overtime worked in excess of eight (8) hours in any one work day or forty (40) in any one work week shall be paid at the overtime rate equal to the employee's annual salary divided by 2,080 hours multiplied by time and one-half except for "shift coverage" overtime. "Shift Coverage" overtime is defined as working any part of a 24-hour shift that was scheduled to be worked by another command officer. When a 40-hour per week employee works "shift overtime" the overtime rate shall be the blended rate as per Section 11.6. The Detective Lieutenant will fill the position of Relief Lieutenant when assigned by the Public Safety Director.

11.2: For employees working on a twenty-four (24) hour shift basis the following overtime payments shall apply:

- A. Employees assigned to a 24-hour shift who work "shift coverage" overtime shall be paid the overtime rate equal to the employee's annual

salary divided by 2,912 hours per year and multiplied by one and one-half: "Shift coverage" overtime is defined as working any part of a 24-hour shift that was scheduled to be worked by another command officer.

- B. Employees shall be paid an additional one-half (1/2) times their hourly rate (annual salary divided by 2,912) for the hours between 53 and 56 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 7:00 a.m., Monday for the purpose of overtime.
- C. Employees shall be paid "shift coverage" overtime for all hours worked in excess of twenty-four (24) consecutive hours when assigned to a 24-hour shift.
- D. For all other overtime besides "shift coverage," the overtime shall be computed as annual salary, divided by 2.080 and multiplied by time and one-half.

11.3: Officers called to duty will receive a minimum of three (3) hours call-in pay at time and one-half. Employees required to appear in court outside their scheduled shift hours shall receive two (2) hours minimum work and pay at time and one-half. However, this two-hour minimum shall not apply if an Officer is called in prior to his regular shift, or is kept beyond his regular shift. In such cases, fractions of hours shall be reported as overtime and the following schedule shall apply for the purpose of wage computations with the exception as noted under Command Officer Briefing pay.

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

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

11.5: Employees called to duty or on a twenty-four (24) hour shift outside their scheduled shift hours shall be paid time and one-half for all hours worked. The method of computation shall not affect Section C for computing overtime hours for those Command Officers attending court, training etc.

11.6: In the event a unit member works in a single work week in positions with different work schedules (e.g., a twenty-four (24) hour schedule and an eight (8) hour schedule), such member's overtime rate for such period shall be calculated and paid in conformance with current practice under the Fair Labor Standards Act, 29 C.F.R. 778.115.

11.7 For purposes of Command overtime, in the absence of a Lieutenant that creates overtime, other Lieutenants will have first choice to select the available overtime. In the event that no Lieutenant selects the available overtime, only then may a Sergeant select the available overtime. In the absence of a Sergeant that creates overtime, other Sergeants will have first choice to select the available overtime. In the event that no Sergeant selects the available overtime, only then may a Lieutenant select the available overtime. Both positions shall maintain their respective position's rate of pay, i.e. a Sergeant working Lieutenant overtime will be paid at the Sergeant overtime rate and a Lieutenant working Sergeant overtime will be paid at the Lieutenant overtime rate. The Employer reserves the right to holdover a Command Officer to fill a shift if no one is available to work the overtime.

ARTICLE 12  
EMPLOYEE CLASSIFICATION

12.1: Command Officers shall serve in a probationary status for a period of one (1) year from the initial date of promotion. The promotion procedures shall be those contained in the approved Promotion Policy.

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

12.3: If a Command Officer is demoted for other than disciplinary reasons, he/she shall be promoted to the next opening in the position from which he/she was demoted without a testing process.

12.4: The position of Detective Lieutenant shall be an assignment by the Director of Public Safety.

12.5: The Director of Public Safety may appoint a department lieutenant to the position of executive lieutenant. The executive lieutenant shall serve in the capacity of Deputy Director of the department in addition to his or her regular assignment. Said position shall be an at-will position within the "Lieutenant" employee classification contained in the agreement. The executive lieutenant may be removed from that position to the rank of lieutenant at the discretion of the request of the employee. Such reassignment shall not be subject to the grievance process.

The executive lieutenant shall be second in command of all department operations and, in the absence of the director, shall assume the position of Acting Director of Public Safety. The executive lieutenant shall receive additional compensation in the amount of \$2,500.00 per year, payable on the first paycheck following December 1 of each year.

12.6: Only officers who have held the rank of Sergeant for not less than one (1) continuous year are eligible to test for promotion to the rank of Lieutenant.

ARTICLE 13  
RESIDENCY

13.1: All Command Officers will respond to emergency calls by the Department for the purpose of emergency call-in. Emergency shall be defined as an incident requiring additional supervision. A supervisor shall not be subject to discipline for their inability to respond.

ARTICLE 14  
OUTSIDE EMPLOYMENT

14.1: 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 City Manager and Public Safety Director.

ARTICLE 15  
MEETINGS

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

ARTICLE 16  
TRAINING AND DEVELOPMENT

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

16.2: To the extent possible, the City agrees to send Command Officers to the various police and fire schools.

16.3: Tuition paid by Command Officers to Michigan colleges or universities for courses in the fields of law enforcement, criminal justice and Public Safety related fields will be reimbursed by the City, subject to the following limitations:

- A. Reimbursement is available only to candidates for B.A. degrees, and is not available to candidates for advanced degrees, except those officers holding B.A. degrees as of January 1, 1977, who shall be eligible for reimbursement for tuition towards an M.A. degree.

- B. Both schools and courses must be approved in writing by the Public Safety Director prior to enrollment. Approval shall not be unreasonably withheld.
- C. The officer must achieve a grade of "C" (or its numerical equivalent, if letter grades are not in use) to be entitled to reimbursement of tuition.
- D. If such tuition is granted, and the employee terminates his/her employment with the City within twelve (12) months of the completion of the course(s), the amount of tuition paid by the City shall be deducted from his final pay. At no time shall City funds duplicate those received from other sources.

16.4: All Officers required to attend school outside of in-service training shall have been considered to have worked the school hours and shall not be required to work more than a total of eight (8) hours, if working an eight (8) hour shift or twenty-four (24) hours, if working a twenty-four (24) hour shift.

16.5: All Command Officers will attend in-service training programs. Any Command Officer unable to attend because of sickness, emergency or leave status shall notify the Public Safety Director in advance stating the reason as to why he/she is unable to be present.

16.6: In-service training conducted at a time other than during regular working hours, shall be compensated at time and one-half of a Command Officer's regular rate of pay, based on the 2,080 hourly rate.

16.7: 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 (2) days of compensatory leave. Said standards are strictly voluntary and no discipline will result from an officer failing to meet the standards.

ARTICLE 17  
MEDICAL EXAMINATION

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

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

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

17.4: 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

Command Officer or his own physician, in addition to the City. The results of said examination shall not be made available to any other person, except by written authorization executed by the Command Officer. For regularly scheduled physical examinations, the Command Officer may desire to have his/her own physician perform such examinations, in which case, the City shall pay an amount not exceeding \$50.00 toward the cost of such examination. The Command Officer shall make the results of such examination available to the City.

ARTICLE 18  
UNIFORMS

18.1: The City shall provide and maintain all clothing required to be worn by the Command Officers. A uniform allowance of \$750.00 each fiscal year for the purchase of uniform items as specified by Department General Orders shall be provided to each seniority employee.

18.2: 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 \$100, 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 approval of the report by the Public Safety Director or his/her designee.

18.3: A special allowance of \$125.00 will be provided to each Officer payable the first payday of November for special equipment used in the performance of Public Safety activities. In the instance of any Officer not employed for the full year as an Officer, the uniform allowance shall be prorated in accordance with the actual number of months employed.

18.4: The Detective Lieutenant shall receive a \$900 annual allowance in August for future expenses. If the Detective Lieutenant is appointed prior to August, the allowance shall be pro-rated between the date of appointment and August. The Detective Lieutenant is not eligible for the \$750 uniform allowance unless he is expected to work road patrol shifts in overtime situations.



ARTICLE 19  
CLEANING ALLOWANCE

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

19.2: In the instance of any Officer not employed for the full year as an Officer, the cleaning allowance shall be prorated in accordance with the actual number of months employed.

ARTICLE 20  
COMMAND OFFICER BRIEFING PAY

20.1: Officers shall conduct regular daily shift briefings and shall attend staff meetings as required.

20.2: The City shall pay to each Officer an allowance of \$440.00 annually, payable one-half (\$220.00) the first payday of August and the final one-half (\$220.00) the first payday of November . In the instance of any Officer not employed for the full year, this allowance will be prorated in accordance with the actual number of months employed.

ARTICLE 21  
VACATIONS

21.1: Each Officer with one full year of service prior to January 1st is to be granted a seventeen (17) day vacation. An additional seven (7) days' vacation shall be granted an employee with five (5) or more years' service.

21.2: The seventeen (17) and seven (7) day vacation leaves shall be taken in consecutive day periods. The seventeen (17) day vacation may be divided into consecutive day leave periods fifteen (15) and two (2) days, respectively. The seven (7) day vacation leave may be divided into consecutive day leave periods of five (5) and two (2) days respectively.

21.3: An additional five (5) day vacation shall be granted an Officer who has reached fifteen (15) years of service on or

before January 1st. This leave shall be taken as consecutive days.

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

- A. Vacation Selection. Immediately following annual shift selections, Command Officers must make a 17-day vacation selection by seniority. Command Officers unavailable during the pick may call in their selections. Command Officers must make a 17-day vacation selection by length of service in rank (longest serving Officer in the rank of Lieutenant or Sergeant down to the junior ranking Officer serving in the rank of Lieutenant or Sergeant). Command Officers may select a defined time period for vacation, or state no preference. Those selecting no preference may later schedule the 17-day vacation at any time during the remainder of the year that is available. Those making an initial no preference selection may not bump other employees who have previously scheduled time off for the time period in question..
- B. "Bumping" of officers with previously scheduled time off of any type shall not be permitted.
- C. Vacation Availability. Only one shift commander may be scheduled off at any time per shift.

21.5: Vacations earned during one calendar year shall be taken during the next calendar year. Vacation leave will be earned at the annual rate set forth in Articles 21.1, 21.2 and 21.3. 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 the employee receives less than eighty (80) hours of pay, no vacation leave will be earned.

However, an employee on a leave of absence due to military duty covered by state or federal law may accrue vacation for up to one year.

21.6: Effective February 24, 2016 the inclusion of payout of accrued vacation time in FAC for purposes of computing pension shall be capped at twenty-nine (29), eight (8) hour days at the 2,080 hourly pay rate.

ARTICLE 22  
HOLIDAY VACATIONS

22.1: An employee with one (1) 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, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Eve, Christmas Day, Easter. An employee with less than on full year of service prior to January 1st will be granted holiday leave equal to the number of holidays that fell during the period of employment.

22.2: The holiday leave may be taken in nine (9) and three (3) consecutive day periods, however, an Officer working an eight (8) hour shift shall not be penalized those scheduled days off falling within the seven (7) day holiday period. All Public Safety Command Officers shall be able to split their Holiday Vacations as a 7-day-5-day configuration in addition to the current practice regardless of shift. Exceptions to the above may be taken with the approval of the Public Safety Director.

22.3: The holiday leave may be taken in straight time pay with permission of the Public Safety Director. The method of calculating holiday leave payout shall be compensated based on a 2,080 hourly rate with each holiday being worth eight (8) hours. Effective February 24, 2016, the inclusion of payout of holiday leave in FAC for purposes of computing pension shall be capped at six (6), eight (8) hours days at the 2,080 hourly pay rate.

22.4: Any employee who works on Christmas, Christmas Eve, Thanksgiving or the 4<sup>th</sup> of July will be paid time and one-half at the 24-hour rate for those hours worked on the holiday. For purposes of this provision a holiday will be deemed to commence

on 11:01 p.m. prior to the holiday and continue for the ensuing 24-hour period.

ARTICLE 23  
PERSONAL BUSINESS DAY

23.1: Three eight (8) hour leave days per year shall be granted to each Officer to attend to personal business, however, those Officers permanently assigned to twenty-four (24) hour shifts shall be granted three (3) twenty-four hour leave days per year.

Those personal business days shall not be used on the following days/dates:

- A. Any holiday listed in Section 22.1 of the Agreement
- B. Woodward Dream Cruise Saturday

ARTICLE 24  
INJURY LEAVE

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

- A. During the first seven (7) days the City shall pay the employee his/her 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/her insurance benefits and his/her weekly wage while he/she receives Worker's Compensation. Any such dual payment will not continue beyond twenty-five (25) weeks.

24.2: To become eligible for injury leave with pay, an Officer must report his/her injury to his/her immediate

supervisor or designee as soon as possible and make him/herself available for first aid.

ARTICLE 25  
EMERGENCY LEAVE

25.1: In case of death or serious illness in his/her immediate family, an Officer may be granted a leave of absence with pay for a period not to exceed three (3) consecutive days. If additional time is required it will be deducted from the annual leave credits or if no credits are available, the additional time will be considered as leave without pay. Immediate family is defined as spouse, child, brother, sister, parent, (including step-children, step-sisters or brothers and step-parents), parent-in-law, grandparent or grandparent-in-law.

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

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

25.4: In the event a member of the bargaining unit is involved in the use of deadly force while on/off duty; said member shall be placed on administrative leave with pay and benefits. Said members shall be required to consult with a City appointed psychiatrist or psychologist at Department expense during said period. Said member shall also continue to be available to the Department in order to investigate the incident. It is understood that the placing of said member 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 26  
SICK LEAVE

26.1: Sick Leave shall be allowed only as provided in this section. Absence from duty because of inability to perform

duties due to illness shall be known as sick leave. Sick leave shall be granted by the City Manager, upon the recommendation of the Public Safety Director, when in his opinion he/she feels that it is warranted, and subject to the following conditions:

- A. A regular employee shall accrue sick leave at the rate of one (1) day per month. Sick leave shall not accrue while an employee receives sick benefits or Worker's Compensation payments. Sick leave shall not be considered a privilege that an employee may use at his/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. An Officer assigned to a twenty-four-hour shift who is granted sick leave shall have one (1) sick leave day deducted from his/her accumulated total for each workday he/she is sick.
- D. Within sixty (60) days after the execution of the parties' collective bargaining agreement, the maximum accumulation of sick leave shall be one hundred (100) days. When an employee has accumulated 100 days of sick leave, all earned but not used leave thereafter accruing shall be paid for as of December 1st of each year at one-half (1/2) the employee's regular pay. The method of calculating sick leave payout shall be compensated based on one-half of the 2,080 hourly pay rate, with each sick day being worth eight (8) hours.
- E. A written authentication of illness or injury necessitating absence from duty, made by a licensed physician, may be required by the City as a condition precedent to the payment of compensation for any period of absence from duty for two (2) consecutive workdays.

26.2: After all sick leave is used, if the employee so elects, annual leave may be used a sick leave and regular payment therefore to the extent of the annual leave which the

employee is entitled to. Whenever absence due to illness exceeds the amount of paid leave earned and authorized, the pay of an employee shall be discontinued until he/she returns to work, except as noted under Section 26.8.

26.3: Sick leave shall be considered for all purposes as continuing service. However, in the event of discharge, the first forty-five (45) days of unused sick shall be canceled and not paid.

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

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

26.6: 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 Public Safety Director and City Manager.

26.7: One hundred percent (100%) of accumulated sick leave will be paid to the widow or widower of an employee who dies while employed full time, or to an employee who resigns or retirees. This payment shall be based on eight (8) hour days at the 2,080 hourly pay rate.

26.8: Union members may transfer up to a maximum of ten (10) sick leave days each from their accumulated sick leave to an employee on sick leave due to a non-duty related injury or illness, provided the employee's own sick leave bank has been expended, with the approval of the City Manager. Such approval shall not be unreasonably withheld.

ARTICLE 27  
INSURANCE

27.1: 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 \$1,000.00 up to a maximum of \$70,000.

Officers shall be eligible to receive this insurance coverage at their date of hire.

27.2: 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 Platinum 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 as set forth below.

The co-insurance, flat dollar co-pays and prescription co-pays shall be the responsibility of the employee.

- A. In addition to current coverage, the City may offer an HMO as an option to employees in lieu of other coverage. Selection of the HMO shall be up to the employee. The choice of the HMO shall be up to the City and may be changed by the City. Employees may change back to other coverage during open enrollment.
  
- B. The parties acknowledge that they are subject to the Publically 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 Publically Funded Health Insurance Contribution Act becomes inapplicable to the members of the Unit, or 2) that 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 1-1-16, 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.

Should the City Commission elect to opt-out of the cost sharing provisions of PA 152, effective 1-1-19, employees shall be responsible for the deductible amounts as shown below and the City will be responsible for the balance of the deductible:

Single coverage:	Employee pays first \$300
Two person coverage:	Employee pays first \$600
Family coverage:	Employee pays first \$900

27.3: The City and Union agree that at any time alternate health insurance plans to Blue Cross/Blue Shield or Reliance Standard dental may be obtained in order to obtain less costly insurance, as long as there is no substantial reduction in benefits. In the event of a dispute over whether such less costly insurance provides substantially the same benefits, the parties shall agree on a neutral third party to make such determination that shall be binding upon the parties.

27.4: The City will provide dental benefits for Public Safety Command Officers and his/her family at no cost to the Officer as follows: 80/20 co-pay for general maintenance, prosthodontics and orthodontics. Effective July 1, 2003, there shall be a \$1000/year maximum for general maintenance and prosthodontics and a \$1,500 lifetime maximum for orthodontics. The City will provide the Davis Vision optical benefits for Public Safety Command Officers and his/her family. Effective January 1, 2003, the yearly maximum for general maintenance and prosthodontics shall be \$1,000/year.

27.5: A copy of each insurance policy or certificate of benefits will be provided to each employee. Terms and conditions of the respective policies are controlling. Any disputes with an insurance company over coverage, etc. is not arbitrable under the Grievance Procedure of this collective bargaining agreement.

27.6 Within sixty (60) days after execution of the parties' collective bargaining agreement the Long Term Disability policy for all Command Officers will have the following level of benefits: 70% of base pay up to a maximum monthly benefit of \$4,000, following a one hundred eighty (180) day waiting period.

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

27.8: The City shall begin a program to eliminate overlapping health care coverage. Each employee who chooses to waive City provided health insurance, as provided in this Article, and whose spouse or parent has coverage provided by another employer, shall be paid \$3,000 each year for every year that the employee waives City provided coverage. Payment of \$1,500 shall be made in January and July to each employee who has not taken any City provided health insurance for the previous six months. Employees shall be required to show proof semi-annually that a spouse or parent has health care coverage that includes the employee, before said employee will be declared eligible to receive the \$1,500 semi-annual payment. Employees whose spouse's or parent's health care insurance ceases to cover them due to a layoff or termination, shall be allowed to enroll in the City provided health insurance plan by showing proof that the spouse's or parent's coverage has ceased. In such cases, the employee shall be allowed to enroll in a City sponsored plan at the beginning of the next billing period. Employees who elect to waive their coverage may not re-enroll in the City provided health insurance plan for any other reason until the beginning of the City's re-enrollment period that is every January. In the event that an employee re-enrolls for this reason, his payment shall be pro-rated according to the number of months he waived coverage in the six-month period. Election of waiver or enrollment in the City sponsored plan shall be limited to the January and July billing periods. The City shall have no responsibility to counsel employees regarding the advisability of election 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.

27.9: The same provision for the election of the waiver of insurance shall be made available to retirees, effective upon the execution of this agreement.

ARTICLE 28  
RETIREMENT

28.1: For employees hired before June 30, 2017, the City shall maintain the Command Officers only in the Michigan Municipal Employees Retirement System (MERS) Plan B-4 (2.5% multiplier), including the F50/25 waiver and FAC 3. Effective January 1, 1995, Command Officers shall contribute 5% of their gross pay towards the retirement benefit. Pension and contribution rate may re-open during the life of this Agreement if the Defined Benefit Group #20 Public Safety Command Employees' pension is funded at an acceptable rate based upon M.E.R.S regulations. In the event that the members of the Huntington Woods Police Officers Labor Council (POLC) receive any improved or additional pension benefit, in excess of the foregoing, as determined by the Command Officers Association, such improved or additional benefit shall be granted by the City to the Command Association under the same conditions or circumstances as received by the Huntington Woods Public Safety Officers Association.

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 employer contribution vesting schedule:

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

28.2: For employees promoted into the Command Unit before July 1, 2015, the City shall continue the same Blue Cross/Blue Shield employee coverage as is provided for active employees, for Command Officers and their spouse at the time of retirement, and dependents from the date of retirement until they become eligible for Medicare/Medicaid; upon attaining eligibility for Medicare/Medicaid, the City shall provide the retiree or his/her spouse at the time or dependents the Blue Cross/Blue Shield MM-65 Supplemental Program for Medicare/Medicaid. In the event the retiree or his/her dependents do not become eligible for Medicare/Medicaid, the City shall continue to provide the same coverage as is provided for active employees. For employees hired before July 1, 2015 and promoted into the Command Union after July 1, 2015, health insurance shall be provided only to the retiree and the retiree's spouse at the time of retirement. The health insurance provided in this section shall be subject to the City's right in Article 27.5. Terms and conditions of the respective policies are controlling. Any disputes with an insurance company over coverage, etc. is not arbitrable under the grievance procedure. If a retiree loses his or her spouse at the time of retirement to death, divorce or otherwise, the retiree will be unable to cover subsequent spouse(s) or family with medical insurance.

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 expenses including the cost of health insurance in accordance with IRS regulations. Employees will be vested in the City contribution under the plan according to the following schedule:

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

28.3: Effective July 1, 1989, for all Command Officers retiring after that date, the City shall maintain the MERS Plan

FAC-3 for purposes of computing "final average compensation". Final average compensation includes: regular wages (including longevity and used time off), briefing pay, Deputy Chief stipend, nine (9) hour pay, and the following:

- A. Effective February 24, 2016 the inclusion of payout of accrued Vacation time in FAC for purposes of computing pension shall be capped at twenty-nine (29), eight (8) hour days at the 2,080 hourly pay rate.
- B. Effective February 24, 2016, the inclusion of payout of Holiday Vacation time in FAC for purposes of computing pension shall be capped at six (6), eight (8) hour days at the 2,080 hourly pay rate.
- C. Effective February 24, 2016, the inclusion of 8-hour overtime in FAC for purposes of computing pension shall be capped at one-hundred and twenty-five (125) hours at the applicable overtime rate.
- D. Effective February 24, 2016, the inclusion of 24-hour overtime and blended rate overtime in FAC for purposes of computing pension shall be limited to a single combined cap of two-hundred and fifty (250) hours at the applicable overtime rate.

28.4: Effective July 1, 1989, for all Command Officers retiring after that date, the City shall each and every year maintain the MERS Plan E, for purposes of adjusting pension benefits. All Command Officers in the Command Officer Bargaining Unit as of March 3, 2000 (William Allen, Douglas Conciatu, John Kieleszewski and Robert Marshall) who retire under the MERS pension plan after March 3, 2000 shall be eligible for the MERS Plan E-2 each year for purposes of adjusting pension benefits. Any Command Officer entering the Command Officers unit and becoming covered by the Command Officers contract after March 3, 2000 shall be ineligible for and shall not receive the E-2 benefit.

28.5: The maximum cap for all current unit members shall be 80 hours of compensatory time. Any Command Officer entering the

Command Officer Unit and becoming covered by the Command Officer contract after March 3, 2000 shall have a maximum cap on compensatory time of 80 hours and no compensatory time payments for such personnel will be included in final average compensation (FAC).

ARTICLE 29  
SEPARATION

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

29.2: If any employee leaves the service of the City with two weeks' notice, he shall be paid for his accumulated leave.

ARTICLE 30  
WAGE SCALE

30.1: The annual salary for a probationary Sergeant shall be eight (8%) percent more than the annual salary of the top paid Public Safety Officer. The annual salary for an individual with more than one year (1) service as a Sergeant shall be ten (10%) percent more than the annual salary of the top paid Public Safety Officer. The annual salary for a probationary Lieutenant shall be fifteen (15%) percent more than the annual salary of the top paid Public Safety Officer. The annual salary for an individual with more than one year (1) year service as a Lieutenant shall be twenty (20%) percent more than the annual salary of the top paid Public Safety Officer. Any improvements in benefits or allowances given to Public Safety Officers, shall be given to the Command Officers during the life of this Agreement; provided that this provision in no event will reduce Command Officers pension contributions. The annual salary for a Command Officer will be computed by taking the base wage for a top paid Public Safety Officer, rolling in 6% longevity and applying the applicable Command Officer differential.

ARTICLE 31  
LONGEVITY

31.1: 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 4% of base pay, 6% of base pay for ten (10) years or more of service. Each Officer's anniversary date will provide the basis for computation of complete years of service. Such payments shall be made bi-weekly.

31.2: Longevity shall be rolled into the base wage at the six (6%) percent level.

31.3: The parties recognize that the roll-in of longevity, as described in Section B of this Article, has the effect of increasing the base wage. Towards that end, the parties agree, for purposes of further collective bargaining negotiations and Act 312 arbitrations, when wages are compared between Huntington Woods command Officers and those in comparable communities, for those cities with longevity, longevity shall be considered along with wages.

ARTICLE 32  
SAVING CLAUSE

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

ARTICLE 33  
CONTRACTUAL UNDERSTANDING

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

the parties at the time they negotiated or signed this agreement.

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

33.3: 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. This section was added in compliance with Section 15(7) of the Michigan Employment Relations Act and was not negotiated by the parties.

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

HUNTINGTON WOODS COMMAND  
OFFICERS ASSOCIATION

CITY OF HUNTINGTON WOODS

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

COMMAND OFFICERS ASSOCIATION  
OF MICHIGAN

By: \_\_\_\_\_

Thomas K. Funke  
Business Agent