

6-30-73

Birmingham

MEMORANDUM AGREEMENT

Between

THE CITY OF BIRMINGHAM

And

BIRMINGHAM POLICE OFFICER'S ASSOCIATION

July 1, 1972 - June 30, 1973

City of Birmingham  
151 Martin St.  
Birmingham, Michigan

Michigan State University  
LABOR AND INDUSTRIAL  
RELATIONS LIBRARY

MEMORANDUM AGREEMENT

The City of Birmingham hereby recognizes the Birmingham Police Officer's Association, hereafter referred to as the "Association", as the exclusive bargaining representative for all Patrolmen, Detectives, and Juvenile Officers, excluding Sergeants, Lieutenants, Captains, Chief of Police, Clerical Personnel, Animal Control Officers, Parking Enforcement Assistants, all hourly rated, and part-time or temporary employees, in the matter of wages, hours, and other conditions of employment, provided, however, that the recognition herein granted shall, except for express provisions herein set forth, in no case supersede or take precedence over the City Charter or the Rules, Regulations, and Procedures of the Police Department of the City of Birmingham, as they may be duly amended, governing the operation of the Police Department and the employees thereof.

1. The City agrees that it will not discriminate against any employee in any way because of his membership in or activities in behalf of the Association.

2. Agency Shop and Dues Deductions.

A. All employees hired on and after July 1, 1971 shall as a condition of employment be required to pay to the Association an amount equivalent to the Association's regular dues and initiation fees. Such payments may be made as dues deductions set

forth in this section or paid directly to the Association in accordance with the Constitution and By-laws of the Association.

B. The City hereby agrees to deduct from the pay of each unit employee covered by this Agreement, current Association membership dues provided that at the time of such deduction there is in the possession of the City, a written assignment executed by the employee, authorizing such deductions by the City.

C. Written dues assignments executed by the employees shall not be revocable during the life of this Agreement, except that employees shall have the right to withdraw their dues deduction authorization not more than thirty (30) days prior to the termination of this Agreement to become effective only on such date.

D. The City will deduct current membership dues from the pay of the unit employees from the first pay period ending in the calendar month. The initial deduction from the pay of an employee signing a new authorization shall be from the first pay period of the month following the date of his authorization.

E. All sums deducted shall be remitted to the financial secretary of the Association not later than the first day of the calendar month following the month in which such deductions are made. The same to be by the Association allotted and distributed in accordance with the Constitution, By-laws, and regulations of the Association. On the request of the City, the financial secretary of the Association shall furnish the City a receipt for all dues received.

3. The present Personnel Policies, Rules, and Regulations for the Police Department will be continued and the City agrees to recognize a duly appointed Association representative who shall be entitled to present grievances, participate in the grievance procedure, and to otherwise represent the covered employees.

4. Grievance Procedure.

A. Should a difference arise between the City and the Association or any of the employees covered by this Agreement as to the meaning, application, or enforcement of this Agreement and/or the Rules, Regulations, and Procedures for the Department, it shall be settled in accordance with the grievance procedure set forth below.

Step 1. Any employee having a grievance shall first take up the matter with his immediate supervisor and committeeman, if so desired by the employee. If not settled within the shift, the grievance shall be reduced to writing and signed by the grievant. Any grievance not submitted within five (5) calendar days (excluding Saturday, Sunday, and holidays) of its occurrence shall be considered automatically closed.

Step 2. The written grievance shall be discussed between the committeeman and the division supervisor, or in his absence, follow Step 3. The division supervisor shall give his written decision within five (5) calendar days (excluding Saturday, Sunday, and holidays) of receipt of written grievance.

Step 3. In the event the grievance is not settled in Step 2, a meeting shall be held between the committee and management (Police Chief and Personnel Director) within ten (10) calendar days after conclusion of the Step 2 meeting. The decision of management shall be given in writing within five (5) calendar days of the end of the meeting (excluding Saturday, Sunday, and holidays), unless the time is extended by mutual agreement.

Step 4. (a) If the Association is not satisfied with the decision at Step 3, the Association, through its committee, may, within ten (10) days after date of the decision at step 3, submit the grievance in writing to the City Manager. The association shall submit its statement of position and all relevant information with such notice. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

(b) The City Manager shall meet with the committee. Each may have outside representatives at such meeting or at the Step 3 meeting, with advance notice of not less than twenty-four (24) hours to the other.

(c) The City Manager will submit within fifteen (15) days of any such hearing the Administration's decision in writing to the Union.

Step 5. In the event the grievance is not satisfactorily settled in Step 4, the Association may submit the grievance for consideration to the City Commission. Notice of request for consideration must be filed within five (5) days after date of the City Manager's

decision. The City Commission may render a decision on the said grievance with or without a hearing. The City Manager will submit the Commission's decision to the Association. The decision of the City Commission shall be the final local recourse.

B. (1) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step as prescribed shall be considered dropped. The City shall not be authorized by this procedure to file grievances against the Association.

(2) This Agreement shall not deny legal rights provided by law to any employee.

C. (1) Authorized committeemen shall be paid for time actually lost during working hours in attending grievance meetings with the City representatives. Committeemen will be permitted to leave their jobs, upon request, and after receiving approval of their immediate supervisor, for the purpose of investigating a grievance in their assigned area. Such committeemen shall report to his supervisor upon completion of his investigation. This right to receive pay for time lost shall not be abused. The department will furnish cards or forms to maintain a record of the time spent hereunder.

(2) Authorized representatives of the Association shall be granted permission, upon reasonable advance request, to enter nonrestricted work areas for the purpose of adjusting grievances with designated supervisors during normal business hours only.

The names of representatives so authorized shall be on file with the Administration.

D. Any notice of grievance involving discharge or disciplinary action must be filed within two (2) consecutive calendar days after the action is taken (excluding Saturday, Sunday, and holidays) with a copy to the Personnel Director. The complete grievance, in writing, must be filed within five (5) consecutive calendar days (excluding Saturday, Sunday, and holidays) thereafter and the City representatives shall render a decision within five (5) consecutive calendar days (excluding Saturday, Sunday, and holidays) of receipt of the complete written grievance.

5. Insurance.

A. The City will offer a comprehensive insurance program to supplement other benefits and provide security for employees for major and serious losses resulting from accident and/or illness.

B. Regular employees shall be eligible for the group insurance program after one (1) month of continuous employment. If application is delayed more than thirty (30) days after an employee is eligible, a physical examination may be required by the insurance company which holds the right to accept or reject such application.

C. The employee is responsible for notifying the Personnel Office within 30 days of any change in the number of his dependents.

D. A summary of group insurance benefits is as follows:

1. Hospital and Surgical Benefits:

- (a) The coverage for employees and dependents shall be that known as "Semi-Comprehensive Hospital D 45 NM, MWF-1, ML, Option 2-1". (Blue Cross/Blue Shield)
- (b) Hospital and surgical coverages are fully paid for by the City, except for Family Continuation ("F" Rider) and Sponsored Dependents ("S" Rider).

2. Disability Benefits:

- (a) Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty percent (60%) of average weekly earnings, not to exceed \$175.00 per week, beginning on the 61st calendar day of disability and continuing for a maximum period of fifty-two (52) weeks, if qualified.
- (b) Maximum weekly sickness and accident benefits for service-connected disability shall not exceed an aggregate figure of seventy (70%) percent of average weekly earnings, not to exceed \$175.00 per week, beginning on the 61st calendar day of disability and continuing for a maximum period of fifty-two (52) weeks, if qualified.
- (c) Monthly Long Term Disability benefit provides for an aggregate income of seventy (70%) percent of monthly base pay up to a



maximum of \$750.00 per month, beginning one (1) year from date of disability and continuing to the age of 65, if qualified.

- (d) Supplemental retirement benefits as set forth in the "Group Insurance Certificate - Long Term Disability Benefits."

3. Life Insurance:

- (a) Protection shall be provided in the amount of \$15,000.00 for each employee.
- (b) The above face value of the insurance shall be extended to accidental death and dismemberment in like amounts.
- (c) Of the above face value, \$3,000.00 shall be a "basic" policy to which the employee contributes \$1.50 per pay period for "paid-up" insurance coverage.

6. Retirement:

A. All matters pertaining to retirement shall be as stipulated in the Employee Retirement System for the City of Birmingham, an amendment to the Charter of the City of Birmingham, Michigan, adopted April 2, 1956 (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan.)

B. In conformance with Sec. 16.1 (a) (3) of Chapter XIX, an additional pension of 0.2 percent shall be granted those retiring during the term of this Agreement.

7. Emergency Leave: Such leave shall be in addition to other types of leave to which an employee may be entitled. Such leave shall be subject to approval by the Police Chief and the Personnel Director.

A. In case of a death in his immediate family, an employee may be granted a leave of absence with pay for a period not to exceed four (4) work days.

B. In case of a serious illness in his immediate family, an employee who has completed six (6) months of service may be granted a leave of absence with pay for a period not to exceed four (4) work days.

C. "Immediate family" is defined as wife, husband, child, brother, sister, parent, parent-in-law, grandparent, and grandparent-in-law.

D. For a death or serious illness of one other than immediate family which, because of extenuating circumstances, the department head believes is a proper emergency leave, the department head may make a request of the Personnel Director for approval to grant such a leave.

E. "Serious illness" shall be defined as an illness requiring hospitalization or where the sickness justifies a doctor's call of an emergency nature. Only four (4) days will be allowed in any one diagnosed illness. If a serious illness results in a death,

a maximum of four (4) consecutive days will be allowed for the illness and the death leave.

F. "Employee-Retiree" - Regular City employees may be granted time off with pay to attend the funeral of a City of Birmingham employee or retiree.

(1) Those employees who may be spared from the work assignments, have a bona fide reason, may be granted time off with pay to attend the funeral. The determination as to who may be spared and the validity of the reasons shall rest with the department head.

(2) Under no circumstances is the department to be closed or services appreciably reduced without prior written approval of the Manager's office.

G. Emergency leave will not be granted if the emergency occurs during a previously scheduled vacation, unless such leave starts prior to the time that the vacation is scheduled. In this case only, the absence will be charged to emergency leave rather than vacation. If the emergency occurs after the vacation is started, the time will be charged to vacation and not to emergency leave.

H. An employee will be permitted up to a total of one (1) day off under the emergency leave provisions when his wife is having a baby.

8. The Educational Assistance Program will provide reimbursement for books and tuition according to the following schedule:

- A. Course grades of "C" or better shall receive 100%.
- B. Course grades below "C" shall receive 0%.

9. Court time:

A. Two (2) hours minimum, at one and one-half (1-1/2) times the regular rate will be paid when appearing for scheduled court appearance on off-duty time not immediately prior to or following regular scheduled shift.

B. "Lag time" shall be worked by the employee and he shall be compensated at the rate of one and one-half (1-1/2) times his regular rate.

10. Report In Pay: Two (2) hours minimum, at one and one-half (1-1/2) times the regular rate will be paid when the City requires an employee to be called back to the station for duty related matters during off-duty time not immediately prior to or following his regular scheduled shift.

11. Longevity payments in accordance with the following schedule, payable in December according to established practice:

- A. Less than 5 years service - none
- 5 through 9 years - 2% of scheduled rate
- 10 through 14 years - 4% of scheduled rate
- 15 through 19 years - 6% of scheduled rate
- 20 through 24 years - 8% of scheduled rate
- 25 years and over - 10% of scheduled rate

B. Employees leaving service because of retirement may add their accumulated vacation to their last date of work, provided they have not used their vacation prior to that time, in order to qualify for a longevity payment date of December.

12. The existing job classifications shall be maintained and the salaries established as follows:

From July 1, 1972 through June 30, 1973:

<u>Position:</u>	<u>Minimum:</u>	<u>6 Months:</u>	<u>12 Months:</u>	<u>18 Months:</u>	<u>24 Months:</u>	<u>30 Months:</u>	<u>36 Months:</u>
Patrolman	11,085	11,586	12,147		12,688		13,270
Juvenile Officer	12,584	13,000		13,416		13,853	
Detective	13,125	13,562		13,998		14,435	

Movement to the maximum of the pay grade is on a merit basis and not automatic.

The salary schedule and payments are subject to Pay Board approval and rules.

13. Vacations: Seniority employees shall be granted vacation according to this Paragraph, except that employees shall not be granted vacation leave during their first six (6) months of employment.

A. Seniority employees with less than one full year of service prior to January 1st of any year are entitled to annual leave in the proportion that his months worked bear to twelve (12) months.

B. Seniority employees with one full year of service, but less than five (5) years of service prior to January 1st of any year, shall receive two (2) weeks (ten (10) work days) vacation.

C. Seniority employees with five years (5) of service but less than ten (10) years of service on or before January 1st of any year, shall receive three (3) weeks (fifteen (15) work days) vacation.

D. Employees with ten (10) or more years of service on or before January 1st of any year shall receive four (4) weeks (twenty (20) work days) vacation.

14. Holidays:

A. The City recognizes the following holidays:

New Year's Day  
Washington's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day  
December 24 and 31st (1/2 day each)  
Personal Day  
Employee's Anniversary  
Good Friday (if employee is on payroll as of Good Friday to be paid in cash.)

B. All holidays (except Good Friday which is to be paid in cash) shall be taken in conjunction with an employee's vacation during the calendar year following the year in which the holidays occur.

C. If an employee terminates prior to his vacation, he will be paid for all holidays which have preceded his date of termination.

15. Uniform Allowance:

A. A yearly allowance of \$150.00 shall be provided by the City as a uniform allowance. This allowance shall be credited to the employee's account in the Uniform Fund. The Uniform Fund shall be administered by the Chief of the Police Department or a staff officer designated by him.

B. The employee shall be responsible for maintaining his uniform in the standards established by the Department.

C. No checks will be issued for an amount greater than the balance in an employee's account.

D. The balance remaining at the end of the fiscal year shall remain in the employee's account.

E. This account is for the sole use of the employee for purchasing required uniforms and may not be used for other purposes.

F. Bargaining Unit employees holding the position of Juvenile Officer and Detective shall annually receive an additional uniform allowance of \$50.00 for each fiscal year.

16. Illness Allowance:

A. Illness allowance shall be allowed only in cases of actual sickness or disability of an employee.

B. Seniority employees are allowed one (1) day (eight (8) hours) illness allowance credit for each month in service, beginning with the first full calendar month of service.

(1) No illness allowance will be granted before it has been earned.

(2) Unused illness allowance credits may accumulate to the total of sixty (60) days (480 hours.)

(3) Employees who have accumulated and hold a bank of sixty (60) days (four hundred eighty (480) hours) shall, while such bank continues at sixty (60) days, accrue additional such leave credits at the rate of one-third ( $1/3$ ) day per month or four (4) days per year. There shall be no limit to the accumulation of days at such rate.

C. Employees will be credited with illness allowance earned after they complete their six (6) months of employment.

D. In order to receive illness allowance, the employee must notify his supervisor before he is scheduled to report, unless physically impossible. Failure to do so may be cause for denial of paid illness allowance. Illness allowance may be used to supplement any insurance benefits received so that combined benefits are equal to, but do not exceed, approximate gross bi-weekly pay.



E. An employee shall lose his pay for the first day of his third period of absence and of all subsequent periods of absence during a twelve month (12) period if there is reason to believe that the employee has at any time misused the illness allowance.

F. The illness allowance earned to date shall be posted to the employee's record on approximately January 1 of each year.

(1) If any employee is absent from work due to illness prior to the start of his previously scheduled vacation period and continues ill during his vacation period, the time that he is ill during his vacation period will be charged to illness allowance.

(2) Any sickness occurring after a vacation period has started will not be charged to illness allowance but will be charged to vacation up to the extent of the previously arranged vacation period.

G. An employee who terminates his employment with the City will forfeit any illness allowance that he may have accumulated. In the event that he is later re-hired, he shall be considered a new employee for all purposes.

H. Illness allowance will be accrued and charged to the nearest half hour and is computed from the first half hour of the employee's absence, when approved.

I. The amount of illness allowance used by an employee will be equal to the number of regularly scheduled hours he would otherwise have worked during his absence. During January of each year, a report will be made to each employee showing his accumulated illness allowance.

J. A certification from a physician of the City's choosing may be required by the department head as evidence of illness or disability before compensation for the period of illness or disability is allowed. Any question as to eligibility, etc., shall be resolved through the grievance procedure.

K. A written authorization, from the employee's attending physician, is requested before an employee may return to work following a prolonged illness or injury absence.

L. Inability to work because of proven sickness or injury shall not result in loss of seniority rights.

M. Illness allowance shall cease to accrue in instances where an employee is absent one (1) month or more and receives illness allowance or Workmen's Compensation benefits.

17. Cleaning Allowance: In addition to the Clothing Allowance, provided above, the City shall pay \$100.00 per year as a cleaning allowance, payable \$50.00 November 1st and \$50.00 February 1st, to each employee on the payroll on such dates.

18. When a senior patrolman on duty is assigned by a commanding officer for a temporary period, because of the absence of a Sergeant, to perform duties as an Acting Sergeant, he shall be paid a differential of thirty cents (\$.30) per hour for the actual time he works as an Acting Sergeant.

19. Separability: This Agreement is subject to the Laws of the State of Michigan, and in the event that any provision of this Agreement shall, at any time, be held to be contrary to Law by a Court of competent jurisdiction from whose final judgement or decree no appeal has been taken within the time provided therefore, such provision shall be void and inoperative; however, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

This Memorandum Agreement will expire on June 30, 1973.

Request for negotiation for the next fiscal year shall be made to the City prior to April 1, 1973.

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 a resolution of new contract for the next fiscal year.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1973

BIRMINGHAM POLICE OFFICERS'  
ASSOCIATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Vice-President

BY \_\_\_\_\_  
Secretary

BY \_\_\_\_\_  
Treasurer

CITY OF BIRMINGHAM

BY \_\_\_\_\_  
Mayor

BY \_\_\_\_\_  
Clerk