

June 30, 1976

COLLECTIVE BARGAINING AGREEMENT

Between

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

THE CITY OF BIRMINGHAM

and

BIRMINGHAM POLICE OFFICERS' ASSOCIATION

For the Period

June 29, 1974- June 30, 1976

City of Birmingham
151 Martin Street
Birmingham, Michigan
48012

Birmingham, City of

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is entered into on July 22, 1974, by and between the City of Birmingham, Oakland County, Michigan, a Michigan Public Corporation, (hereinafter referred to as the "City") and the Birmingham Police Officer's Association, (hereinafter referred to as the "Association").

I RECOGNITION

1. The City of Birmingham hereby recognizes the Birmingham Police Officer's 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.

II
NON-DISCRIMINATION
FOR UNION ACTIVITIES

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

III
AGENCY SHOP

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

IV MAINTENANCE OF CONDITIONS

8. 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.

V GRIEVANCE PROCEDURE

9. 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 or may elect to waive rendering a decision. The City Manager will submit the Commission's decision to the Association.

Step 6. Should the City Commission elect to waive Step 5 or in the event the City Commission renders a decision which does not satisfactorily settle the grievance, either party may submit the matter to final and binding arbitration by notifying the other party and the American Arbitration Association within fifteen (15) calendar days (excluding Saturdays, Sundays and holidays provided for in this Agreement) of receipt of the Commission's decision or its decision to waive. Arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Costs of such arbitration shall be shared equally by the Association and the City. The arbitrator shall have authority to apply and interpret the terms of this Agreement, but shall have no authority to add to, subtract from or otherwise modify the terms of such Agreement.

10. 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.

11. This Agreement shall not deny legal rights provided by law to any employee.

12. 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.

13. Authorized representatives of the Association shall be granted permission, upon reasonable advance request, to enter non-restricted work areas for the purpose of adjusting grievances with designated supervisors during normal business hours only.

14. 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.

15. Any employee who is reinstated after discharge and/or disciplinary lay-off, shall be returned to the same work, if available, or 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.

16. No claim for back wages shall exceed the amount of the wages the employee would otherwise have earned at his regular rate, less any new or additional compensation that he earned from any source of employment during the periods he would have been regularly scheduled to work.

VI
NO STRIKE CLAUSE

17. Employees shall not engage in any activity violative of the Michigan Statute Public Act 336, which provides as follows:

Sec. 1. As used in this act the word 'strike' shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, or compensation, or rights, privileges or obligations of employment. Nothing contained in this act shall be construed to limit, impair or affect the right of any public employee to the expression or

communication of a view, grievance, complaint or opinion of any matter related to the conditions or compensation of public employment or their betterment, so long as the same is not designed to and does not interfere with the full, faithful and proper performance of the duties of employment.

Sec, 2. No person holding a position by appointment or employment in the government of the State of Michigan, or in the government of any one or more of the political subdivisions thereof, or in the public school service, of any authority, commission, or board, or in any other branch of the public service, hereinafter called a 'public employee' shall strike.

VII INSURANCE

18. 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.

19. Regular employees shall be eligible for the group insurance program which includes life insurance, accidental death and dismemberment, Blue Cross Blue Shield hospital and surgical benefits, major medical Option 4 and Blue Shield Prescription Drug Program, \$2.00 co-pay, optical insurance (commencing July 1, 1975) and disability benefits and the City shall pay the premiums for such insurance coverage, except as provided below and provided further, that for any employees hired after July 1, 1974, the City shall pay for Blue Cross/Blue Shield hospitalization and surgical coverage, and Master Medical Insurance Blue Cross/Blue Shield Option 4, and Blue Shield Prescription Drug Program, \$2.00 co-pay, and optical insurance commencing with the City's billing date for such coverage

immediately following the completion of six (6) months of continuous service.

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

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

A. Hospital and Surgical Benefits:

- (a) The coverage for employees and dependents shall be that known as "Semi-Comprehensive Hospital D 45 NM, MVF-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).
- (c) Commencing with the billing period commencing June 28, 1974, Master Medical Insurance Blue Cross/Blue Shield Option 4, and Blue Shield Prescription Drug Program, \$2.00 co-pay.
- (d) Commencing July 1, 1975, optical service expense benefits (attached hereto as "Exhibit A") up to a maximum cost to the City of \$6.25 per month per employee; any amount exceeding \$6.25 shall be paid by the employee.

B. Disability Benefits

- (a) Maximum weekly sickness and accident benefits for non-duty connected disability will be sixty (60%) 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 forty-three (43) 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 forty-three (43) 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."

C. Life Insurance:

- (a) Protection shall be provided in the amount of \$20,000.00 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.

VIII
RETIREMENT

22. 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 22, 1956 (also known as Chapter XIX, as amended, of the Charter of the City of Birmingham, Michigan.)

23. Effective July 1, 1975, in conformance with Sec. 16.1 (a) (3) of Chapter XIX, the percentage used for computing retirement benefits for those retiring after July 1, 1975 shall be increased from one and nine-tenths (1.9%) percent to two (2%) percent.

IX
EMERGENCY LEAVE

24. Emergency 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.

25. 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.

26. 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.

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

28. 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.

29. "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.

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

(a) 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.

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

31. 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.

32. 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.

X
EDUCATIONAL ASSISTANCE PROGRAM

33. The City will continue its present Educational Assistance Program which 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%.

XI
LONGEVITY

34. 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.

- (c) Employees who die or retire under the City's Retirement program prior to the December date on which longevity is paid shall be entitled to receive a pro-rated portion of the longevity pay for the year in which such death or retirement takes place as of the date of death or the date he actually leaves the City's employ to retire, irrespective of when such person is entitled to receive retirement benefits, based on the wage schedule in effect on such date.

XII
HOURS OF WORK, OVERTIME,
COURT TIME AND REPORT IN PAY

35. The normal work week shall be an average of forty (40) hours per week averaged, at a minimum, over two consecutive payroll periods (a 28 calendar day period). This shall not in any way be construed as a guarantee of pay or work.

36. An employee will be paid one and one-half (1-1/2) times their regular hourly rate in the following instances:

- (a) Time worked in excess of eight (8) hours in any shift.
- (b) Time worked during the 28 calendar day period (referred to in Section 35) in excess of 160 hours.

37. 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.

38. "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.

39. 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.

40. Compensated time off shall be counted as time worked for purposes of computing overtime pay under the provisions of this Agreement.

41. There shall be no duplication of overtime or premium pay for the same hours.

XIII PROBATIONARY PERIOD

42. A new employee shall be on probation without seniority until he has been employed and actively at work for one (1) year at the end of which period he shall be entered on the department seniority list as of the first day of his employment, except that temporary or part-time employees, if any, shall not acquire seniority. An employee may be laid off or terminated at the discretion of the City without recourse to the grievance procedure during the probationary period. An employee laid off or terminated during his probationary period and rehired within six (6) months following his last day of work will be considered to be completing the probationary period which he has previously started.

An employee who completes his probationary period in this manner, shall be credited with one (1) year's seniority retroactively from the day he completes his probationary period for the purpose of determining his date of employment and position on the department seniority list. An employee rehired after six (6) months will be considered as a new employee and will begin a new probationary period.

XIV SENIORITY

43. Each employee, upon the completion of his probationary period, shall be placed on the department seniority list.

44. When there is an indefinite reduction of the working forces in the department the following procedure shall govern in making layoffs:

- (a) Part-time and temporary employees, if any, in the department shall be laid off first, in any order.
- (b) Probationary employees shall be laid off next, in any order;
- (c) Department seniority within rank shall govern layoffs and recalls and the employee who has the lowest department seniority shall be the first to be laid off and the last to be recalled, provided that the remaining personnel have the ability to perform the duties required of the rank. In the event there is a reduction of

force in the classifications of Juvenile Officer and Detective, seniority in rank shall prevail. Employees so reduced shall take their position in such lower classification in accordance with their seniority. In the event of an increase in force, or a vacancy in the previously held classification, the demoted officer shall not be required to reclassify for the position he occupied and shall be re-called to such position.

45. Seniority shall terminate if an employee:

- (a) Quits or retires.
- (b) Is discharged for just cause.
- (c) If he is absent without authorization contrary to the published Rules and Regulations and Procedures of the Department.
- (d) Gives false reason to obtain a leave or if he fails to return to work at the termination of a leave contrary to the Rules and Regulations of the Department.
- (e) If he is laid off for a period equal to his seniority at the time of layoff or two (2) years, whichever is the lesser.

46. Recalls shall be in the reverse order of layoffs, provided the employee is able to perform the work required.

47. Employees on the seniority list when recalled to work shall be given five (5) calendar days' advance notice in which to indicate in writing their desire to report for work. Recalls shall be made by certified mail. Copy of notices shall be given to the Committee.

48. If any employee fails to report within ten (10) calendar days after being notified, or fails to give a satisfactory explanation for not reporting, he will be considered as having voluntarily quit.

49. When employees are called to work or laid off, the committee shall be given the names and order of calling or laying off.

50. The City shall keep a true seniority list of all bargaining unit employees having seniority rights, copies of which shall be posted in the department. Copies shall be given to the committee once each six (6) months.

51. Employees shall notify the City of their proper post office address or change of address, telephone number and changes, and they shall be given a receipt from the City that such notices have been given. The City shall be entitled to rely upon the address and telephone number shown upon its records for all purposes.

52. Any employee who is promoted or transferred out of the bargaining unit but who continues as an employee in the Birmingham department, shall retain and accumulate his bargaining unit seniority, in the event he is returned by the City to the unit. This shall apply to prior as well as future promotions or transfers.

XV
EXTENSION OF SENIORITY ON LEAVE

53. Seniority shall in all cases accumulate while an employee is on an approved leave and for any approved extensions thereof.

54. An employee who has been permanently, partially incapacitated by occupational injury or illness arising out of and in the course of his employment with the City, may be assigned other work in the bargaining unit which, in the judgment of Management and agreeable to the Association, he is capable of performing, provided that this provision shall not accord him super-seniority beyond his seniority date to continue working.

55. An employee so assigned shall be paid the regular rate of the job to which he is assigned, unless his incapacity renders him unable to perform a normal day's work, in which case a lesser rate shall be negotiated between the City and the Association. This provision shall not be construed as a guarantee of employment or an obligation to create work not normally available. This provision shall be without prejudice to any rights which may accrue to such employee under the applicable Workmen's Compensation Act.

XVI
WAGES AND CLASSIFICATION

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

From 6/29/74 to 7/5/75 the hourly and annual rates shall be as follows:

<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>
Police Officer Employed before 7/1/74	6.19 12,925	6.47 13,509	6.76 14,115		7.04 14,700		7.33 15,305
Employed on or after 7/1/74	5.77 12,048	6.15 12,841	6.53 13,635		6.91 14,428		7.33 15,305
Juvenile Officer	6.98 14,574	7.20 15,034		7.41 15,472		7.63 15,931	
Detective	7.25 15,138	7.48 15,618		7.70 16,078		7.93 16,558	

From 7/5/75 to 7/1/76 the hourly and annual rates shall be as follows:

Police Officer Employed before 7/1/74	6.50 13,624	6.78 14,211	7.07 14,819		7.35 15,406		7.64 16,013
Employed on or after 7/1/74	6.08 12,744	6.47 13,540	6.84 14,337		7.22 15,133		7.64 16,013
Juvenile Officer	7.29 15,280	7.51 15,741		7.72 16,181		7.93 16,621	
Detective	7.56 15,846	7.79 16,328		8.00 16,768		8.23 17,250	

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

XVII
COST OF LIVING PROPOSAL

58. Seniority employees covered by this Agreement shall be entitled to a Cost of Living Allowance adjusted quarterly payable in accordance with the following provisions:

(a) The Cost of Living Allowance shall be determined and adjusted quarterly in accordance with changes in the official Consumers Price Index for Urban Wage Earners and Clerical Workers (including single workers) published by the Bureau of Labor Statistics, U.S. Department of Labor (1967=100), and hereinafter referred to as the BLS Consumers Price Index, subject to the limitations hereinafter set forth.

(b) Effective July 5, 1975 and thereafter during the remainder of the second year of this Agreement, a Cost of Living Allowance, not to exceed twelve (\$.12) cents per hour, shall be paid based on the changes in the BLS Consumer Price Index for November, 1974 as compared to to April, 1975, on the basis that each .5 change in the BLS Consumer Price Index, shall result in a \$.01 adjustment. Such Cost of Living Adjustment shall be paid on the assumption that the BLS Consumer Price Index figure for November, 1974 = 0. If the first adjustment of the Cost of Living Adjustment made in the second year of the contract is less than twelve (\$.12) cents, then subsequent Cost of Living adjustments during the second year of the contract shall be made quarterly commencing with the payroll period

starting after October 1, 1975 based on the August, 1975 Index, January 1, 1976 based on the November, 1975 Index and April 1, 1976 based on the February, 1976 Index, on the basis that each .5 change in the BLS Consumer Price Index equals \$.01 up to the maximum of \$.12 payable during the second year of the contract.

(c) During the term of the contract, the Cost of Living Allowance upward or downward shall be on the basis that a .5 change in the BLS Consumer Price Index equals \$.01; any downward adjustment shall be made effective with the applicable payroll period for which Cost of Living Allowances are to be made.

(d) Cost of Living Allowances provided herein shall not be added to the base rates provided herein but shall only be added to each employee's straight time hourly earnings and paid subsequent to its effective date; the Cost of Living Allowance shall be taken into account in computing overtime, vacation payments, holiday payments, call in and court time pay, sick leave payment and other compensated time off.

(e) In the event the Bureau of Labor Statistics does not issue the Consumer Price Index on or before the beginning of any pay period referred to above any adjustments required will be made at the beginning of the first pay period after receipt of the Index.

(f) No adjustments retroactive or otherwise shall be made due to any revision which may later be made in the published figures of the BLS Consumer Price Index for any base month.

(g) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent on the availability

of the monthly BLS Consumer Price Index; the Index published for the month in question shall be used by the parties, provided that the Index continues to be published and computed on the same basis as at the time when this Agreement was entered into. If the BLS changes the form or the basis for calculating the BLS Consumer Price Index, the parties agree to request the Bureau to make available for the life of this Agreement a monthly Consumers Price Index in its present form and calculated on the same basis as the Index for June, 1974.

XVIII VACATION

59. 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 (5) years 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.

XIX
HOLIDAYS

60. The City recognizes the following holidays:

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
December 24 and 31st (1/2 day each)
Personal Day
Employee's Anniversary
Good Friday

61. All holidays (except Good Friday and the Friday after Thanksgiving Day which are to be paid in cash if the employee is on the payroll) shall be taken in conjunction with an employee's vacation during the calendar year following the year in which the holidays occur.

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

XX
UNIFORM ALLOWANCE

63. 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.

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

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

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

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

68. 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.

XXI
CLEANING ALLOWANCE

69. 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.

XXII
ILLNESS ALLOWANCE

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

71. 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.

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

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

(c) 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.

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

73. 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.

74. An employee shall lose his pay for the first day of this 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.

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

(a) 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.

(b) 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.

76. Except as provided in this Article for payment of illness allowance in excess of 480 hours upon death or retirement under the City's retirement plan, 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.

77. 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.

78. 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.

79. 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.

80. 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.

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

82. 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.

83. Upon death or retirement under the City's retirement plan, an employee shall be entitled to receive an amount equivalent to the unused hours accumulated in his illness allowance bank, in excess of 480 hours; such payment shall be based on the employee's hourly rate of pay and paid as of the date of death or the date he actually leaves the City's employ to retire, irrespective of when such person is entitled to receive retirement benefits.

XXIII
ACTING SERGEANT

84. 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, and shall be required to report at the same starting time as the Sergeant he is temporarily replacing.

XXIV
NON-DISCRIMINATION

85. The City and the Association shall not discriminate against employees because of age, sex, race, natural origin or religion. All titles which reflect sex will be revised and a clause will be inserted providing that whenever the term he or she is used such terms shall refer to both males and females.

XXV
MANAGEMENT RESPONSIBILITY

86. It is recognized that the management of the Department, the control of its properties and the maintenance of order and efficiency, is solely a responsibility of the City. Other rights and responsibility belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are: the rights to decide the number and location of its facilities, stations, etc., work functions to be performed, maintenance and repair, amount of supervision necessary, 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 mutual aid pacts with other communities, and expressly reserves the right to establish and maintain Rules, Regulations and Procedures governing the operation of the Police Department and the employees therein; except when limited by the express provisions appearing elsewhere in this Agreement.

87. It is further recognized that the responsibility for the management of the Department, the selection and direction of

the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to release employees because of lack of work or for other legitimate reasons is vested exclusively in the City. Employees shall have the right to process grievances in accordance with the procedure in this Agreement, if the Association believes the City has violated this Agreement or its Rules and Regulations relating to employment.

88. It is expressly agreed by the parties hereto that the present Personnel Policies, Rules, and Regulations for the Police Department will be continued and the Union agrees that the City shall continue to have all rights set forth therein provided that there is nothing therein which is specifically and expressly inconsistent with the terms of this Agreement.

XXVI
RESIDENCY REQUIREMENTS

89. An employee covered by this Agreement shall be required to establish his permanent residency within a three hundred twenty-four (324) square mile area of Southeast Oakland County, comprising the townships of Bloomfield, West Bloomfield, Waterford, Pontiac, Avon, Troy, Royal Oak, Southfield and Farmington. A new employee must meet the residency requirement by the time he or she completes the one year probationary period provided in this Agreement.

XXVII
SEPARABILITY

90. 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 judgment 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.

XXVIII
TERMINATION

90. This Collective Bargaining Agreement shall become effective June 29, 1974 and will expire at midnight on June 30, 1976. Request for negotiations for the next fiscal year shall be made to the City prior to April 1, 1976.

91. 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 22nd day of July , 1974.

BIRMINGHAM POLICE OFFICERS'
ASSOCIATION

CITY OF BIRMINGHAM

By /S/ LAWRENCE WINKELMANN
President

By /S/ ROBERT T. KELLY
Mayor

By /S/ PETER KAUFMAN
Vice-President

By /S/ BETH COLE
Clerk

By /S/ RICHARD PATTERSON
Secretary

By /S/ DONALD CAYLOR
Treasurer