

12/31/88

AGREEMENT

BETWEEN

CITY OF HARPER WOODS
A MICHIGAN MUNICIPAL CORPORATION

AND

POLICE OFFICERS ASSOCIATION OF MICHIGAN
(Clerical and Dispatchers Unit)

Effective January 1, 1987 to December 31, 1988

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Harper Woods, City of

12/15/88

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RELATIONS CURRICULUM
AND INVESTIGATION
ADMINISTRATIVE UNIVERSITY

AGREEMENT

The AGREEMENT made by and between the City of Harper Woods, a Michigan Municipal Corporation (hereinafter referred to as the "Employer" or "City") and the Police Officers Association of Michigan (POAM) (hereinafter referred to as the "Union").

ARTICLE I
PURPOSE AND INTENT

1.1: It is the general purpose of this Agreement to promote the mutual interests of the City and its employees and to provide for the operation of services by the city under methods which will further, to the fullest extent possible, economy and efficiency of operations, realization of maximum quantity and quality of output and avoidance of interruptions of service. The parties recognize that the interest of the community and the job security of the employees are dependent upon the City's success in establishing and providing proper services to the community.

1.2: It is the specific purpose of this Agreement to reduce to writing the total understanding of the parties regarding wages, hours, and working conditions of employee of the City governed by this Agreement and that all such understandings be written to be mutually binding. It is further understood that only the City Manager may issue policies concerning wages, hours and working conditions which are binding on the City and then only if in writing and signed by the issuer.

1.3: The provisions contained herein concerning wages, hours and working conditions shall be the sole and exclusive source of any and all employee benefits for those employees covered by this Agreement and shall be in lieu of any or all benefits expressed in any other documents of the City excepting Civil Service Rules and Regulations, and the City's pension ordinance. However, where conflicts exist or arise, the terms of this agreement shall prevail.

ARTICLE II
RECOGNITION

2.1: Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all office clerical employees and the dispatchers of the Employer,

excluding temporary, part-time, supervisory employees, administrative assistant to the City Manager, and secretary to the Chief of Police.

ARTICLE III
AID TO OTHER ORGANIZATIONS

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

ARTICLE IV
MANAGEMENT RIGHTS

4.1: The City of Harper Woods, on its own behalf and that of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, the City Charter, the City Code of Ordinances and any modifications made thereto and any resolution or policies passed by elected or appointed officials.

4.2: All rights which are ordinarily vested in and exercised by employers except those that are specifically relinquished herein are reserved to and remain vested in the City including but not limited to the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials and equipment to be used and the discontinuance of any service, material or methods or operations;
- B. To introduce new equipment, methods, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased;
- C. To purchase any or all work, processes or services, or the construction of facilities or improvements thereto;
- D. To determine the number, location and type of facilities and installations;

- E. To determine the size of the work force and increase or decrease its size;
- F. To hire, assign, and lay off employees.
- G. To direct the work force, assign work, and determine the number of employees assigned to operations;
- H. To establish, change, combine or discontinue, job classifications and prescribe and assign job duties, content, and clarification and to establish wage rates through negotiations with the Union for any new or changed classification.
- I. To determine lunch and rest periods, starting and ending times, and to determine starting and quitting times and the number of hours worked;
- J. To establish work schedules;
- K. To discipline and discharge employees for just cause;
- L. To adopt, revise and enforce work rules and carry cost improvement programs.
- M. To transfer, promote and demote employees for just cause;
- N. To select employees for positions and to determine the qualifications and competency of employees to perform available work;

It is understood and agreed that none of the foregoing rights will be exercised in a manner which is inconsistent with the provisions of this Agreement.

4.3: The City agrees that the right of the Union are specifically listed herein that all subjects not specifically listed herein are retained by the City.

ARTICLE V
NO STRIKE - NO LOCKOUT

5.1: The City will not lockout employees during the term of this Agreement.

5.2: The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union therefore agrees that there shall be no interruption of these services, for any cause whatsoever by the employees it represents nor shall there be any concerted failure by them to report for work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of their employment duties. There shall be no unlawful picketing of the City's premises, no strikes, sit-downs, stay ins, work stoppages or any acts that interfere in any manner or to any degree with the services of the City.

5.3: Any violation of the foregoing may be made the subject of disciplinary action including discharge from employment and cancellation of this Agreement.

ARTICLE VI
UNION SECURITY

6.1: Requirement of Union Membership. To the extent that the laws of the State of Michigan permit it is agreed that:

6.2: Each employee who, on the effective date of this Agreement, is a member of the Union and has authorized dues deductions shall be deemed to have authorized such deductions for the life of the contract.

6.3: Each employee hired on or after the execution of this agreement who is or becomes a member of the Union and who authorizes the deduction of dues shall be bound by the same dues deduction requirement.

6.4: Any employee who is not a Union member and who does not make application for membership, or who being or becoming a Union member, does not authorize the deduction of dues, shall, as a condition of employment, pay to the Union each month a service charge as a contribution toward the administration of this Agreement an amount equal to the initiation fee (which is to be paid only once) and regular monthly dues.

6.5: A. An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the requirements of this section.

B. Employees shall be deemed to be members of the Union within the meaning of this Section if they

are not more than sixty (60) days in arrears in payment of membership dues.

- C. The Employer shall be notified in writing, by the Union, of any member who is sixty (60) days in arrears in payment of membership dues.

6.6: Employees who fail to comply with either the dues or service charge requirements within thirty-one (31) days after date of hire or are more than sixty (60) days in arrears in payment of dues or the service charge requirement shall be discharged by the employer within ten (10) days of proper notification to the City, by the Union. However, no employee shall be terminated under this clause unless:

- A. The Union has first notified the employee by Certified Mail stating that he or she is delinquent in not tendering periodic dues or service charges required specifying the current amount of such delinquency and warning that unless such dues or charges are paid within ten (10) calendar days that the City will be notified and the employee will be terminated from employment as provided for herein; and
- B. The Union has furnished the City with written proof that the foregoing procedure has been followed and a copy of the notice has been supplied and a certification that the employee has not complied with the request. The Union must further specify, when requesting the City to discharge the employee, the following by written notice:

"The Union herewith certifies that the following named employee(s) are not in good standing with the Union because of failure to pay periodic dues or service charges uniformly required."

The provisions of this clause shall be deemed to be of no force and effect in the event such is contrary to Federal or State law in such event it will be amended to comply with Federal and State law.

6.7: The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or

not taken by the city for the purpose of complying with any of the provisions of this Article.

ARTICLE VII
CHECK-OFF

7.1: Upon a signed authorization for check-off of dues form, the Employer agrees to deduct union dues and initiation fees as levied and officially designated by the Union and shall forward the same to the Treasurer of the Police Officers Association of Michigan (POAM), 28815 West Eight Mile Road, Suite 103, Livonia, Michigan 48152, monthly with a list of those for whom deductions have been made. The Union will furnish such authorization for check-off dues form. (Exhibit "A").

7.2: In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain the appropriate refund from the Union.

7.3: The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of or by reason of action taken or not taken by the Employer for purpose of complying with any of the provisions of this Article.

ARTICLE VIII
UNION REPRESENTATION

8.1: The employees shall elect an office committee of three (3) to represent them in matters governing the negotiations and administration of this Agreement. One member of the office committee shall be the Union President and this President or his/her designee shall be authorized to resolve grievances and other matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances shall be final and binding upon the employees and the Union.

8.2: The Union shall designate to the City, in writing, the Union President and the City shall not be required to recognize or deal with any employee other than the one so designated, or the Presidents designee if the President is unavailable.

ARTICLE IX
GRIEVANCE PROCEDURE

9.1: Grievance Defined. A grievance under this Agreement is a dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of or an employee in, the bargaining unit. Grievances are limited to matters of interpretation or application of the express provisions of this Agreement. The parties recognize the importance of an orderly procedure for resolution of grievances and thus agree that the steps set forth herein must be followed.

9.2: Grievance Procedure. All grievances shall be subject to the following grievance procedure except that those which affect a group of employees or nearly all of a group of employees may be initiated at Step 3 of the procedure.

STEP 1. Any employee having a complaint will first take up the matter with his or her immediate supervisor, with or without the Union President present at the option of the employee(s), within ten (10) working days following the occurrence or the employee's knowledge of the occurrence of the incident giving rise to the grievance. Earnest effort shall be made to resolve the grievance at this informal step. If satisfactory settlement is not reached, the grievance shall progress to STEP 2.

STEP 2. Within five (5) working days following the informal meeting with the immediate supervisor, the employee and/or the Union President shall reduce the grievance to writing and submit same to the Supervisor. This written submission shall contain the facts surrounding the grievance, including;

- A. A description of the incident, including date(s) where applicable, giving rise to the grievance.
- B. The name(s) and position(s) of the employee(s) affected by the incident.
- C. The Article(s) and Section(s) of this Agreement alleged to have been violated.
- D. The requested remedy.

Failure to provide the above minimum information in the written submission may invalidate the grievance.

The Supervisor shall respond, in writing, to the grievance within five (5) working days of receipt.

STEP 3. If the grievant is not satisfied with the Supervisor's written response, the grievant and/or the Union President shall, within five (5) working days from receipt of the Supervisor's written response, arrange for a meeting between the City Manager, the aggrieved employee(s), the office committee and the representative from the POAM to discuss and review the grievance. This meeting shall be scheduled at a mutually convenient time. The scheduling of this meeting shall be within (5) working days from the time the Union contacts the City Manager unless a longer time is mutually agreed upon. However, the meeting need not take place within these (5) days.

Within five (5) working days following the meeting between the City Manager and the Union the City Manager shall provide a written disposition of the grievance.

If the grievance is not satisfactorily resolved at this Step, the matter may be submitted within ten (10) working days following receipt of the City Manager's written response to arbitration as provided for in Article X of this Agreement.

9.3: Special Conference. A Special Conference may be convened between the City and the Union, if mutually agreed upon, following receipt of the City Manager's written disposition but prior to the ten (10) working day time for filing for arbitration in one final effort to resolve the grievance short of arbitration.

9.4: Resolution of Grievance. Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Union and any and all Unit employees involved in the particular grievance.

9.5: Processing of Grievance. Grievances shall be processed from one step to the next within the time limits prescribed in each of the steps. Any grievance upon which a deposition is not made by the City within the time limits prescribed or any extensions which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extensions as may be agreed to, shall be

automatically closed and determined resolved upon the basis of the City's last disposition.

9.6: Processing Grievances During Working Hours. The City will grant a necessary and reasonable amount of time during the regular working hours to the Union President or designee for direct participation in grievance adjustments. If the grievance involves all or substantially all unit members a reasonable amount of time during working hours will also be granted to another member of the office committee. In either case, any employee shall first receive permission from his or her immediate supervisor to leave their work station, such permission shall not be unreasonably withheld.

9.7: Union Representatives - Access. The City agrees that accredited representatives of the POAM shall have full and free access to the premises of the City at any time during working hours to conduct union business, provided he or she does not interfere with the procedures, work schedules or employees of the City, and provided that prior arrangements are made with the immediate supervisors.

ARTICLE X
ARBITRATION

10.1: Upon determination by the Union of its intent to arbitrate an unresolved grievance, the Union shall notify the City within the time limit set forth in the last Step of the Grievance Procedure.

10.2: An impartial arbitrator shall be selected under the Voluntary rules of the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Services (FMCS). The parties recognize the importance of a timely arbitration of grievances and mutually agree that a conscientious effort will be made to select an arbitrator in an expeditious manner. Responses by the parties to lists of arbitrators submitted by either AAA or FMCS shall be done in a timely manner but in no event later than fifteen (15) working days following receipt of the list.

10.3: The parties understand and agree that in making this Agreement they have resolved for its term all bargaining issues which were or which could have been made the subject of discussion. The arbitral forum here established is intended to resolve disputes between the parties only over the interpretation or application of the matters which are specifically covered in this Agreement.

10.4: The arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or to rule on any matter except while this Agreement is in full force and effect between the parties.

In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

10.5: The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based in whole or in part on other extra-contract matters not specifically incorporated in this Agreement.

10.6: The expenses of the arbitrator shall be borne by the losing party.

10.7: There shall be no appeal from an arbitrator's decision. It shall be final and binding on the Union, on all bargaining unit employees, and on the City. The Union will discourage any attempt to any bargaining unit employee in any appeal to any court or labor board from a decision of the arbitrator.

10.8: In lieu of arbitration, the Union may elect to present any grievance to the Civil Service Commission of the City within the time limit for filing for arbitration. However, the Union may not present a grievance to both the Civil Service Commission and to an arbitrator. The decision of the Civil Service Commission shall have the same binding effect as that of an arbitrator.

ARTICLE XI SENIORITY

11.1: A regular full-time employee's seniority shall date from such employee's most recent starting date of full-time employment within the bargaining unit.

11.2: All employees shall serve a probationary period of one year uninterrupted by any type of service break during which time they will be termed "probationary employees."

11.3 Probationary employees' service with the City may be terminated at any time by the City in its sole discretion and neither the employee so terminated nor the the Union shall have the recourse to the grievance procedure over such termination.

11.4 After an employee has successfully completed his probationary period of employment, such employee shall become a regular full-time employee.

11.5 Employees who worked as full-time employees in this bargaining unit while under the E.E.A. and/or CETA program and either were laid off or continued and then became full-time regular employee shall be credited the time worked in that program or all purposes of seniority.

11.6: The City will furnish the Union with a seniority list once a year. Such list will show name, job title and rate for each employee in the bargaining unit.

11.7: An employee's seniority and employment shall terminate if:

- A. The employee quits.
- B. The employee is discharged for just cause and the discharge is not reversed through the grievance procedure.
- C. The employee is absent for five (5) consecutive working days without notifying the City except in cases of emergency.
- D. The employee fails to report to work within five (5) working days after being recalled from lay off by written notice to the last recorded address.
- E. The employee is laid off or has not worked for the City for a period longer than two (2) years.
- F. The employee retires.

11.8: The President of the local, during his or her term of office only, shall head the seniority list within the bargaining unit for the purpose of lay off and recall only.

ARTICLE XII
LAYOFFS, RECALL AND BUMPING

12.1: In the event that the City in its discretion determines that a layoff is necessary such layoff will be from classifications selected by the City and in numbers determined by the City subject to the terms and conditions provided for in this Agreement. Layoffs shall be by job classification seniority.

12.2 There shall be (2) classification lines, dispatchers and clerical employees. The City will administer the layoff according to these classification lines. No employee shall suffer a reduction in seniority due to the execution of this provision. No part-time employee can be used in place of a full-time employee in the event of a layoff.

A. Bumping. In the event of layoff in any classification, employees may exercise bumping rights according to seniority within his/her appropriate dispatching group or clerical group. A clerical group employee may exercise bumping rights into dispatch provided that employee has prior Harper Woods dispatch experience. A dispatching group employee may exercise bumping right into the clerical group, provided that employee can or has passed the appropriate clerical exam.

12.3: The order of recalling of laid off employees shall be in the inverse order in which the employees are laid off. Notice of recall shall be made by certified mail. Failure to return to work within five (5) working days of a recall notice shall result in termination without recourse.

12.4: An employee about to be laid off shall receive ten (10) working days notice or the equivalent in wages except in cases of emergency beyond the control of the City. At least ten (10) working days prior to a planned layoff, except in cases of emergency, the City shall meet with the Union and present them with a list of employees to be laid off and the parties shall confer to assure the layoff provisions have been met.

ARTICLE XIII
HOURS OF WORK

13.1: The work week for the office clerical employees shall consist of thirty-five (35) hours for five (5) days, and the work day shall consist of seven (7) hours. The work week for the dispatchers shall consist of thirty-six (36) hours for six (6) days, six (6) hours a day with a paid one-half (1/2) hour break.

13.2: Time and one-half shall be paid for all hours worked in excess of seven (7) hours in any one (1) day or in excess of thirty-five (35) hours in any one (1) week, whichever is greater, and for all work performed on Saturday for the Office Clerical Employees. Time and one-half shall be paid for all hours in excess of six (6) hours in one (1) day or in excess of thirty-six (36) hours in any one (1) week, whichever is greater for the

Dispatchers. However, the Employer may grant compensatory time off in lieu of the payment of the overtime pay, or a combination of overtime pay and compensatory time off. Compensatory time off, alone or in combination with overtime pay, shall be granted at the prevailing rate of pay for that day. A holiday shall be considered a day worked for the purpose of computing overtime.

13.3: Double time shall be paid for work performed on Sunday.

13.4: Call-in pay shall be no less than three and one-half (3-1/2) hours at the prevailing rate of pay for that day.

13.5: The office clerical employees will be granted fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon for relief periods.

13.6: All overtime worked shall be distributed among all employee equal wherever practicable within the department.

ARTICLE XIV
OVERTIME, USE OF PART-TIME EMPLOYEES
AND HOURS OF WORK FOR DISPATCHERS

14.1: THIS SECTION STILL OPEN FOR NEGOTIATIONS.

ARTICLE XV
HOLIDAYS

15.1: The following days shall be recognized and observed as paid holidays:

New Year's Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving Day
One-half day Good Friday	*Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	*New Year's Eve Day
Labor Day	

Whenever any of the holidays listed above, except those marked with an asterisk (*), shall fall on a Saturday, the preceding Friday shall be observed as holiday. However, the dispatchers will still observe the holiday on the Saturday. Whenever any of the holidays listed above, except those marked with an asterisk (*), shall fall on a Sunday, the succeeding Monday shall be observed as the holiday.

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they do not perform any work. To be eligible for the holiday pay, the employees shall work the last scheduled work day prior to the holiday, and the first scheduled work day after the holiday unless excused by the Employer or absent for a reasonable purpose.

Any work performed on the above listed holidays shall be paid at the rate of double time plus holiday pay.

ARTICLE XVI
PERSONAL LEAVE DAYS

16.1: Employees shall be granted three (3) personal leave days annually. Personal business time shall only be used with prior arrangements with the department head except in cases of emergency.

One (1) day may be used with minimal notice provided request is made by 12:00 p.m. of the proceeding work day, and operational needs of the department will not be unduly effected.

16.2: Occasional use of personal business time may be used on less than a full day basis, provided that operational needs of the department are not unduly effected.

16.3: Personal business days may not be accumulated or any payment made in lieu thereof.

ARTICLE XVII
VACATIONS

17.1: Employees shall be granted vacations as follows:

One (1) year seniority but less than five (5) years seniority - Two weeks vacation with pay on anniversary date.

Five (5) years seniority but less than ten years seniority - Three (3) weeks vacation with pay on anniversary date.

Ten (10) years seniority but less than seventeen (17) years seniority - Four (4) weeks vacation with pay on anniversary date.

Seventeen (17) years seniority and over - Five (5) weeks vacation with pay on anniversary date.

Vacations shall be prorated for employees with less than one (1) year seniority.

17.2: All vacations shall be scheduled by the Department Head of the city by seniority and consistent with the operational needs of the departments and desires of the employee concerned. Employees shall submit requests for vacations on a form provided by the City to their Department Head at least fourteen (14) days prior to the requested date and the Department Head shall responded within five (5) working days. Approval of vacation requests shall not unreasonably withheld.

For winter and summer vacation requests a duration of at least five (5) working days, the City shall circulate within each department a selection list by classification at least thirty (30) days prior to its due date. The list shall first be presented to that employee who has the most seniority in that classification who shall have five (5) days in which to choose vacation time. If employee fails to do so then his or her name will fall to the bottom of the list. The list shall be passed down to each employee in the classification by seniority for vacation preference. Any vacation requests submitted after the due date of this list shall be on the first come first serve basis.

17.3: Employees are encouraged to utilize their vacation time. However, employees will be permitted to carry over a maximum of twenty (20) days to the following year, on employees anniversary date. Up to five (5) days in excess of the twenty (20) days maximum may be sold back to the City at the normal rate of pay.

17.4: Any employee who quits, is laid off or is discharged shall be granted any vacation due on the prorated basis for time worked.

17.5: In the event of an employee's death, payment of accrued vacation pay shall be made to the employee's designated beneficiary.

17.6: The City will allow at a minimum (1) employee per department to be off on vacation at any time.

ARTICLE XVIII
SICK LEAVE

18.1: During the term of this Agreement, full time employee shall be entitled to paid sick leave in accordance with the

following schedule and in accordance with the following conditions:

Clerical employees shall earn sick leave at the rate of one (1) day off (seven and [7] hours) per month.

Dispatchers shall earn sick leave at the rate of one (1) day per month.

18.2: Sick leave pay is granted for absence legitimately due to sickness, accident of employee or member of immediate family residing in the household. An employee making claim for sick leave which the City considers excessive or abusive or exceed five (5) consecutive days may be required to furnish evidence of sickness from a duly licensed physician.

18.3: Employees who have accumulated one-hundred (100) sick days at the employees option shall be paid at the end of each calendar year one half (1/2) of the accumulated sick days above and beyond the one-hundred day maximum. The remaining one-half (1/2) of the sick days above and beyond the one-hundred (100) day cap shall be added to the employee's reserve bank to be used only for legitimate illness. If no payment is requested, the entire unused sick leave bank will be carried forward. The employee will not be allowed to cash in these days at any further time. The reserve bank shall be used first in the case of an illness. The employee must notify the City of their intention to sell these days back to the City, between December 1 and December 15 of that year. If no notification is received, the entire unused sick leave days will be carried forward, and placed in reserve banks. Payment of such unused sick days will be on or before the second pay period in January.

18.4: When an employee separates from the City the employee shall be paid up to a maximum of one hundred (100) days of accumulated sick leave at sixty-five (65) percent after ten (10) years and twenty-five (25) percent if under (10) years. In the event of the employee's death, the employee's designated beneficiary will be paid said amount.

18.5: Upon employee's retirement, the employee shall be paid up to one hundred (100) accumulated days sick leave at sixty-five (65) percent.

18.6: Re any injury incurred while on duty, the City will pay full pay for the first thirty (30) days without the employee losing any sick days. The city will then deduct sick time on the rate of 1/3 day of each day off the job due to an injury or disability while on the job. The City will guarantee a minimum

of twelve (12) weeks pay while on workmen's compensation regardless of the amount of sick leave benefits accumulated.

ARTICLE XIX
LEAVE OF ABSENCE

19.1: Defined. A leave of absence is written authorized absence from work for not more than thirty (30) calendar days at a time without pay and without benefits. All leaves shall be granted, denied or extended at the exclusive and sole discretion of the City upon written request to the City Manager through Department Head for such leave from an employee who shall state the reason for such leave in his/her application. The determination of whether or not to grant a personal leave of absence shall be based on the nature of the request in each instance and the operational needs of the Department.

19.2: Eligibility. Only a permanent full time employee who has passed the probationary period is eligible for consideration of a leave of absence.

19.3: Maximum Duration and Number. Unless otherwise expressed herein, no leave shall be extended more than ninety (90) days with accumulated seniority. No more than one leave, including any extensions thereto, shall be granted an employee within a two (2) year period unless approved by the City Manager.

19.4: Request for Leaves. Requests for leaves shall be submitted in writing to the City Manager. Said requests shall state the specific reason for the request, the exact date on which the leave will begin and the exact date on which the employee will return to work.

19.5: Falsifying Reasons. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee may be subject to disciplinary action including discharge.

19.6: Return from Leave. An employee on an authorized leave of absence shall return to work on the exact date scheduled and failure to do so may result in termination at the discretion of the City. An early return from a leave shall be at the sole discretion of the City and the City is under no obligation to grant an early return.

19.7: Other Employment While on Leave. It is expressly understood that a leave of absence will not be granted to allow an employee to accept employment, on a trial or other basis, elsewhere. Further, employees shall not accept employment

elsewhere while on a leave of absence. Acceptance of employment or working for another employer while on a leave of absence shall result in immediate and complete loss of employment with the City, without recourse.

19.8: Leave for Extended Illness If a permanent employee is off for an extended period of time due to a physical or mental illness, the employee will be granted upon written request a leave of absence without pay up to one (1) year maximum, provided above provisions regarding leaves are adhered to. The City reserves the right to require authorization in writing from a licensed physician of such illness, prior to granting a leave of absence for extended illness.

19.9: Leave for Illness in Family. If a permanent employee has a serious and prolonged illness in his immediate family defined as only the spouse, children and immediate family within the household of the employee, said employee will be granted upon written request a leave of absence without pay or benefits up to one (1) year maximum provided above provisions regarding leaves are adhered to.

19.10: Leave for Union Business. Three employees from the bargaining unit shall be allowed (1) one day off per calendar year with pay to attend the POAM Delegates meeting. Provided that each employee are from separate departments and a thirty (30) day written notice is given to the City.

19.11: Bereavement Leave. When death occurs in a employee's immediate family defined as spouse, parent, parent of a current spouse, child, brother, sister, grandparent or grandchild, the employee, upon request will be excused from work for any of the first three (3) normally scheduled working days immediately following the death provided employee attends the funeral. An additional two (2) extra days will be allowed, chargeable to accumulated leave, if the funeral is over 500 miles one way from the City.

19.12: In the event of serious illness defined as life or near life threatening of any of the above immediate family members, an employee may request permission to use up to three (3) days of sick leave to attend to the relative.

19.13: When death occurs in an employee's family consisting of a brother or sister of a current spouse, step brother or sister, step child, the employee, on request, will be excused from work for any of the first two (2) normally scheduled working days immediately following the death provided the employee attends the funeral.

19.14: For other family members such as aunts, uncles, nieces and nephews, when death occurs, the employee will be granted one (1) day to attend the funeral.

19.15: An employee excused from work under this Section shall receive pay at the straight time hourly rate exclusive of any shift or other premiums (with the exception of dispatchers). In a single calendar year, no employee shall receive more than six (6) days of funeral leave herein set forth unless under circumstances approved by the City Manager is obtained.

19.16: Jury Duty. Leave shall be granted for jury duty and the City will pay the difference between the employee's regular pay and the pay received for jury duty.

19.17: An employee granted an extended leave of absence shall be returned to work at the same classification and job and at the prevailing rate of pay. In the event the classification and job no longer exist, the employee will be placed on a job with a rate comparable to the former classification and job.

19.18: The City agrees to abide by the Selective Service Act and its judicial interpretations with respect to leaves of absence due to military service.

19.19: The City agrees to post by the 15th of each month a list for the previous month of all bargaining unit members' outstanding leave balances.

ARTICLE XX
INSURANCE

20.1: A. Medical. The City will provide health insurance coverage as follows:

BLUE CROSS-BLUE SHIELD, MVF-1, COMPREHENSIVE HOSPITAL.

Complete hospital care without any co-payments or deductibles for semi-private room and necessary ancillary services for a period of 120 days (30 days for mental disorder or pulmonary TB) MVF-1 means the Michigan Variable Fee for the usual, customary and reasonable doctor charges for covered services. Benefits include surgery, anesthesia, OB delivery, accidental injury first aid, diagnostic radiology, therapeutic radiology, consultation, technical surgical assistance, laboratory and pathology.

D45NM - Extends the number of hospital days above from 120 to 365 days (from 30 to 45 days for mental disorder or pulmonary TB).

PPNV-1 - Provides immediate maternity benefits including pre- and post-natal visits and delivery charge.

FC - Provides family continuation coverage for members 19 to 25 years at additional cost to subscriber.

SD - Provides coverage for sponsored dependents, with the exception of Master Medical at additional cost to subscriber.

PRESCRIPTION DRUGS - Benefits are provided for all prescription drugs and also injectable insulin which may not require a prescription with \$2.00 co-payment.

MASTER MEDICAL - OPTION 4 - Allowable health care expenses exceeding \$50 for one person and \$100 for two or more persons, with a 90% reimbursement on all but psychiatric and private duty nursing which is 75%.

COB-3 - Coordination of benefits against other health care coverage.

XF - Complements Medicare Part A by paying covered basic benefits in amounts which are not covered by Medicare benefits.

MMC-PO - Excludes prescription drugs from Master Medical (because of prescription rider on basic benefits).

SAT II - Covers Residential Substance Abuse Programs operated by hospitals subject to day and dollar amounts.

PD-MAC - Provides for use of generic drugs.

SOT-PE - Specific Organ Transplants; Transplants of human heart and lung, liver or pancreas.

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FAE - First Aid Emergency - Provides coverage for life threatening medical emergencies and accidental injury as part of Emergency First Aid with the reasonable and customary fee per physician being provided.

PAP SMEAR - Provides coverage for one annual Papanicolaou (Pap) Smear. More frequent ones to be covered when prescribed by a physician because of the presence of a specific medical condition.

The above descriptions are for reference purposes only. The actual benefits are subject to the standard provisions as set forth in the policy issued by Blue Cross-Blue Shield and actual coverages and/or the honoring of claims is as determined by the provider.

In lieu of the above Blue Cross-Blue Shield coverage, the City will provide, at the employees option, family membership in the Selectcare Health Plan.

- B. Dental. The City will provide each employee with Delta Dental Plan Class II 60-40 co-pay dental insurance for the employee and his or her dependents.
- C. Optical. The City will provide each employee with optical insurance, which provides a level of benefits equivalent that provided to other City employees on December 31, 1980. The City agrees to explore alternative providers to the existing optical program during the term of this Agreement.
- D. Regardless of anything in subsections (a), (b) and (c) above, the City shall have the right to change insurance carriers whenever it is advantageous to do so. No employee shall lose any benefits guaranteed by this section if the City elects to change carriers. The City agrees that any alternative insurance shall provide equivalent benefits to those guaranteed in this Section. Any change in insurance carrier shall involve all employees of the City.

The identity of the carrier shall not be the proper subject of a grievance.

20.2: The Employer agrees to pay the premium on a Fifteen Thousand Dollar (\$15,000.00) Life Insurance Policy for all employees including Fifteen Thousand Dollar (\$15,000.00) Accidental Death and Dismemberment provisions. Effective September 1, 1985 coverage will be raised to \$17,000/\$17,000, effective July 1, 1986 coverage will be raised to \$18,000/\$18,000.

20.3: The Employer agrees to pay the premium on a One Thousand Dollar (\$1,000.00) paid up life insurance policy for all retirees. The City will pay the premium of retirees for the Blue Cross-Blue Shield health insurance plan and provide coverage for the employee's spouse unless such insurance is provided by any other employer or source of the retiree or spouse.

ARTICLE XXI
GENERAL

21.1: Discrimination. There shall no discrimination under any circumstances because of race, creed, color, sex, age, political beliefs, union activity, marital status, or national origin.

21.2: Health and Sanitation. The City shall maintain a high degree of sanitation, heating, lighting, safety conditions and general working conditions.

21.3: Supervisors Working. Supervisors or other personnel shall be permitted to perform bargaining unit work in the following instances:

- A. In an emergency or where regular employees are not available,
- B. To instruct or train employees.
- C. To do experimental work on a new job.
- D. To fill personnel shortages caused by scheduled employees not reporting to work.
- E. In all other cases where unit employees are not displaced.
- F. Will not be used to avoid payment of regular scheduled overtime.

21.4: Bulletin Boards. The City agrees to provide bulletin board space which may be used by the Union to post notices of

meetings, notices of union elections pertaining to City employees, notices of recreational and social events and other notices of union affairs which are not political or controversial in nature.

Notices, including those posted by the Union and the City, shall not be mutilated, destroyed or defaced by employees.

The Union agrees that in no event shall such notices be politically partisan, derogatory or critical of the City, its officers, agents, supervisors, employees or departments nor shall such notices be derogatory or critical of the services, techniques or methods of the employer.

21.5: Work in Higher Classification. An employee assigned to perform work of a higher classification shall receive the higher rate of pay for that classification for time worked in classifications.

21.6: No work, normally or customarily performed by the employees within job classifications covered by this collective agreement shall be subcontracted by the Employer to any outside shop or agency which would deprive employees of work or regular earnings.

21.7: Disciplinary action against employees must be initiated within thirty (30) calendar days of the occurrence of the alleged offense or of the Employers knowledge of the occurrence. Employees must be notified of all disciplinary action initiated against them as soon as the Employer is able to do so.

21.8: In the event a non-residency policy is established for any of the employees of the City of Harper Woods, such non-residency policy shall be extended to the office clerical and the dispatchers of the Employer.

21.9: Personnel actions will be purged from the personnel files after a three-year period.

ARTICLE XXII
RETIREMENT

22.1: Each employee shall be entitled to the retirement plan as is set forth in the Harper Woods City Charter and Code of Ordinances, except as is otherwise provided in this Article.

22.2: The straight life pension provisions heretofore set forth in Section 2-816 (a) and (b) of the Code of Ordinances for

the City of Harper Woods shall be replaced with the following provisions:

Section 2-816, Straight Life Pension...Upon his retirement as provided in this ordinance, a member shall receive a straight life pension hereinafter provided in this section, and he shall have the right to elect an option provided for in Section 2-818 hereof.... (a) Upon a member's retirement, his pension payable shall be equal to the number of years, and fraction of a year, of his credited service multiplied by 2% of his final average annual gross wages. Final average annual gross wages means the average of the highest annual gross wages paid a member during an period of five consecutive years of credited service contained within his ten years of credited service immediately preceding termination of his contributions to the retirement system. In the event he has less than five years of credited service, his final average gross wages shall be the average of his annual gross wages during his total years of credited service. A member's contributions to the retirement system shall be five percent of his annual gross wages. Subsection (b) of Section 2-816 is deleted and Subsection (c) of Section 2-816 shall remain the same.

22.3: The deferred retirement provisions set forth in Section 2-817 of the Code of Ordinances for the City of Harper Woods shall be replaced with the following provisions:

Section 2-817. Deferred Retirement. -- Should any member who has 10 or more years of credited service leave the employ of the City prior to voluntary retirement age, for any reason except a member's retirement or death, a member shall be entitled to a straight life pension provided for in Section 2-816 hereof; provided, a member does not withdraw the accumulated contributions from the member's deposit fund. A member's said pension shall begin on the first day of the calendar month next following the month in which the member's application for same is filed with the Board on or after a member's attainment of voluntary retirement age.

22.4: Any member's pension shall begin the first day of the calendar month next following the month in which his application for same is filed with the Board on or after his attainment of age sixty (60) years.

22.5: "Gross wages" means regular and overtime earnings, longevity and COLA. Lump sum payouts for accumulated sick and vacation days and all other forms of compensation are not included in "gross wages" as used in this Article.

22.6: Pension. Effective January 1, 1986, the employee contribution for pension benefits shall be reduced from five (5%) percent of ~~compensation~~ to three (3%) percent of ~~compensation~~.
gross wages *gross wages*

22.7: During the term of this Agreement, the City will cause to have conducted an actuarial study to determine the cost of increasing the multiplier to 2.5% and the final average compensation to the best 3 out of 5 years and adding a pop-up provision with the City to pay the cost for such study.

ARTICLE XXIII
PROMOTIONS, TRANSFERS AND CLASSIFICATION CHANGES

23.1: Promotions within the Unit. The City encourages bargaining unit employees to apply for promotions when and if such occurs by vacancies. When permanent vacancies in the bargaining unit occur which are to be filled, the City will give consideration to qualified unit employees in filling such unit vacancies provided the employee meets all eligibility requirements including the passing of required Civil Service Examination and placement on the eligibility list. At least two (2) eligible bargaining unit members must be available, if not, the city can go outside of bargaining unit. The City will promote from within the unit whenever possible.

For the purpose of this section the only promotion will be from a department secretary, municipal cashier or dispatch position to an administrative clerk/bookkeeper position.

An employee who accepts promotion shall be subject to a probationary period of sixty (60) days during which the City may return the employee to their previous classification in the event the employee fails to satisfactorily perform.

An employee who accepts a promotion and who, in the City's opinion satisfactorily completes the probationary period shall be placed on the job classification's seniority list as of the first full day in the promoted classification and simultaneously former job classification seniority shall terminate in that classification not the bargaining unit. (For the purpose of vacation pick only.)

23.2: Promotions out of the Unit. Should any member of the bargaining unit under the jurisdiction of this Agreement, be

promoted to a position out of the unit, they shall cease to be members of the unit. Should the position be dissolved or an employee demoted the employee may return to the bargaining unit providing there is a position open. Seniority within the bargaining unit, will begin the day the employee returns to the unit, all past seniority will be lost.

23.3: Transfers. Transfers will only be considered within job classifications. When a vacancy occurs in the bargaining unit, for which a transfer is applicable, the City will post a notice for one (1) week and a copy will be given to the Union President. Current bargaining unit members may apply for a transfer within this one week period by submitting a letter of interest. The appointing Department Head shall give due and fair consideration to unit members.

If a transfer is denied, a valid written reason must be provided to the employee requesting the transfer.

In the event that (2) two or more bargaining unit members are equally qualified for the open vacancy, seniority within the bargaining unit will be the determining factor.

23.4: Classification Changes. An employee wishing to fill a vacancy within the bargaining unit where a transfer or promotion is not applicable, must pass the appropriate test and be placed on the eligibility list for the vacant position. If no one within the bargaining unit passes said test, it may be open to candidates outside the bargaining unit. If two (2) or more members are equally qualified, bargaining unit seniority will be the determining factor.

Current bargaining unit employees who apply for and are hired into another classification within the unit shall be subject to a sixty (60) day probationary period as described in Section 1.

Job classification for transfers or classification changes shall apply as described in Section 23.1.

ARTICLE XXIV
LONGEVITY

24.1: Longevity shall be paid in accordance with the following schedule:

1 year through 4 years service	- 0
Beginning of 5th year through 9 years service	- 2.5% annual base pay
Beginning of 10th year through 14 years service	- 4.5% annual base pay
Beginning of 15th year through 19 years service	- 5.5% annual base pay
Beginning of 20th year of service and over	- 6.5% annual base pay

ARTICLE XXV
CLASSIFICATION AND RATES

25.1: The following classifications shall remain: Dispatcher, Department Secretary, Municipal Cashier, and Administrative Clerk/Bookkeeper.

25.2: The hourly rates applicable to each job classification are set forth in Appendix "A", attached to this Agreement.

25.3: Employees who have attained seniority status and who accept promotions or classification changes shall start at a rate equal to the final rate for the classification into which they have been assigned provided they meet the years of service as set forth in the wage schedule.

25.4: For the Dispatcher classification, a fifteen (15) cent per hour shift premium shall be paid for all worked performed on the afternoon shift and a twenty-five (25) cent per hour shift premium shall be paid for all worked performed on the midnight shift. The shift premium shall be included in computing overtime, holiday pay, vacation pay, sick pay, personal days, funeral leave and compensation time.

ARTICLE XXVI
EDUCATIONAL BENEFITS

26.1: Tuition Reimbursement. The City will reimburse employees for the cost of tuition, books and other educational materials as required for job related courses. For the purposes of this Section, "job related" is defined as courses in secretarial sciences, office operations, bookkeeping, accounting, data processing, communications and other similar type courses.

An employee must remain with the City for a period of one (1) year following reimbursement. Should an employee leave within this two (2) year period, he or she will be required to return the reimbursement, in full, to the City, except in the

case of extenuating circumstances, where upon the City and Union will discuss the matter. The City can deduct any sums due from the employees final pay check.

Upon the City Manager's approval in advance of an employee's enrollment in a job-related course, the City will reimburse the employee the cost of tuition and books up to a maximum amount of Wayne State University tuition rate per course, to the extent that such costs are not reimbursed to the employee from other sources of educational assistance.

In order to apply for tuition reimbursement, prior to starting the course the employee shall forward a letter and any requested documentation to the Department Manager who shall review the request and forward his/her recommendation to the City Manager.

If approved, the employee shall submit a claim for reimbursement following completion of the course with the following documentation:

- 1) Receipt for tuition.
- 2) Receipt for books.
- 3) Proof of Course Passage and Letter Grade.
- 4) Any other documentation so requested by the City.

Upon receipt of documentation, the City will reimburse the employee the lesser of (a) the actual cost of tuition and books or (2) the amount of Wayne State University tuition rate per course upon attainment of a C or better grade in the course (Pass for Pass/Fail courses). If an employee attains a grade of "D", only fifty percent of the above reimbursement will apply. No reimbursement will be made for failed courses.

Failure to receive approval prior to enrolling for the course shall relieve the City of any responsibility to provide reimbursement to the employee under this Section.

Reimbursement will only be made for job-related courses as defined. Reimbursement will not be made for elective courses, unless they are required for the Associates Degree.

26.2: The City agrees to pay an annual educational supplement to employees having attained job related degrees during their service with the City:

Associate's Degree \$200

For the purpose of this Section "job related" is defined as that in section 26.1.

Supplemental pay will be paid to qualified employees on or before the first pay period in April.

ARTICLE XXVII
WAIVER

27.1: The parties hereto acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

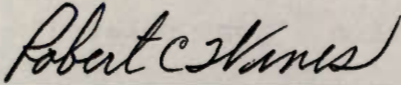
ARTICLE XXVIII
EFFECT DATE AND DURATION

28.1: This collective bargaining agreement shall remain in full force and effect for a period of two years from January 1, 1987 to December 31, 1988 except as provided below.

28.2: If either party desires to amend, modify or terminate this Agreement between the parties, it shall, sixty (60) days prior to termination of the Agreement, give written notice to other party. If neither party shall give notice of amendment, modification or termination sixty (60) days prior to the termination date, this Agreement shall remain in full force and effect from year to year subject to written notice by either party sixty (60) days prior to an anniversary date.

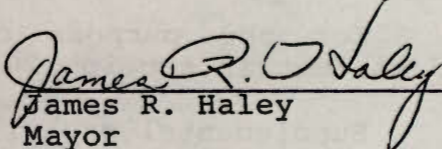
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed this 7th day of December, 1987.

POLICE OFFICERS ASSOCIATION
OF MICHIGAN



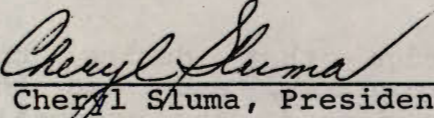
Robert C. Wines
Business Agent

CITY OF HARPER WOODS

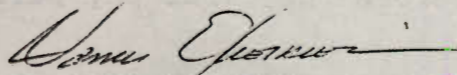


James R. Haley
Mayor

HARPER WOODS CLERICAL &
DISPATCHER ASSOCIATION



Cheryl Sluma, President



James E. Leidlein
City Manager

JoAnn Boyer, Vice President/
Treasurer

Monette Harbert, Secretary

APPENDIX A
WAGE SCHEDULE

	<u>Effective</u> <u>1-1-87</u>	<u>Effective</u> <u>First Full</u> <u>Pay Period</u> <u>After 1-1-88</u>	<u>Effective</u> <u>First Full</u> <u>Pay Period</u> <u>After 7-1-88</u>
Department Secretary	\$10.73	\$10.93	\$11.08
Municipal Cashier	10.73	10.93	11.08
Dispatcher	10.50	10.70	10.85
Adm. Clrk/Bookkeeper	11.18	11.38	11.53

Equivalent salaries shown for information only. Pay will be based on the hourly rates shown above.

Department Secretary	\$19,528.60	\$19,892.60	\$20,165.60
Municipal Cashier	19,528.60	19,892.60	20,165.60
Dispatcher	20,475.00	20,865.00	21,157.50
Adm. Clrk/Bookkeeper	20,347.60	20,711.60	20,984.60

FOR EMPLOYEES HIRED AFTER JANUARY 1, 1985

Base Wage = Wage shown for 3 years in schedule above

Beginning wage shall be 65% of base wage
 Wage after 1 year shall be 70% of base wage
 Wage after 2 years shall be 80% of base wage
 Wage after 3 years shall be 85% of base wage
 Wage after 4 years shall be 90% of base wage
 Wage after 5 years shall be base wage

City may start employee in higher step if experience and qualification warrant such subject to CM approval.

