

3/31/90

COLLECTIVE BARGAINING AGREEMENT
(Including Appendix A)

Between

BLOOMFIELD TOWNSHIP
(POLICE DEPARTMENT)

And

BLOOMFIELD TOWNSHIP COMMAND OFFICERS
(FRATERNAL ORDER OF POLICE, STATE
LODGE OF MICHIGAN - LABOR COUNCIL)

April 1, 1987 through March 31, 1990

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Bloomfield Township

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A G R E E M E N T

THIS AGREEMENT made and entered into on this 27th day of March, 1987, by and between the Township of Bloomfield, hereinafter referred to as the "Employer" and the Bloomfield Township Police Department Command Officers (Fraternal Order of Police, State Lodge of Michigan - Labor Council) hereinafter referred to as the "Bargaining Unit."

I RECOGNITION

The Employer recognizes the Bargaining Unit as the exclusive representative of the following employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment, in the following unit in which the Labor Council is recognized as the exclusive bargaining representative, subject to and in accordance with the provisions of Act 336 of the Michigan Public Acts of 1947, as amended:

All confirmed Sergeants and Lieutenants of the Bloomfield Township Police Department.

II

MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees is the sole responsibility of the Employer, except that Labor Council members shall not be discriminated against as such. In addition, the work schedules, methods and means of departmental operations are solely and exclusively the responsibility of the Employer.

III

BASIS OF REPRESENTATION

Section 1

The Employer agrees to recognize a unit Bargaining Committee of not more than three members, the names of such members to be submitted to the Employer in writing.

Section 2

The Steward shall act in the capacity of Employee Representative in the Bargaining unit. An alternate steward shall act as an alternate.

The Employee Representative shall be permitted to leave his work station after obtaining approval of his respective supervisor and recording his time for the purpose of adjusting grievances in accordance with the grievance procedure. Permission for the Employee Representative to leave his work station will not be unreasonably withheld. The Employee Representative will report his time to his supervisor upon returning from a grievance discussion.

The privilege of an Employee Representative to leave his work station during work hours, without loss of pay, is extended with the understanding that this time will be devoted to the prompt handling of grievances and will not be abused, and that he will continue to work at his assigned job at all times, except when permitted to leave his work station to handle grievances.

IV

GRIEVANCE AND ARBITRATION PROCEDURE "

Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1

Any employee having a grievance shall first take up the matter with his immediate supervisor. The supervisor shall attempt to adjust the matter and shall respond to the employee within three working days.

Step 2

If the grievance has not been settled, it shall be presented in writing by the employee to the department head within three working days after the supervisor's response is due. The department head shall respond to the employee in writing within three working days.

Step 3

If the grievance still remains unadjusted, it shall be presented by the employee to the agency head or personnel administrator, in writing, within five working days after the response of the department head is due. The agency head or personnel administrator shall respond in writing, to the employee (with a copy of the response to the Steward) within three working days.

Step 4

Any matter not settled in Step 3 of the Grievance Procedure may be submitted to final and binding arbitration by either of the parties. A request for arbitration must be submitted by written notice to the other party within fifteen working days following the written response to the agency head or personnel administrator. Expenses for arbitration shall be borne equally by both parties.

If the parties fail to select an arbitrator, one will be selected under the rules of the American Arbitration Association.

The Arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate.

V

LAYOFF/DEMOTION AND RECALL

A. In the event of employee layoffs or departmental reorganization which necessitates a reduction of rank, members of the Bargaining Unit shall be demoted as follows:

1. Lieutenants shall be demoted by inverted time in grade to the rank of Sergeant, where department seniority shall prevail, except that a Lieutenant shall not be reduced in rank below Sergeant.
2. Sergeants shall be demoted by inverted time in grade to the rank of Corporal/Detective/Youth Officer, where department seniority shall prevail, except that a Sergeant shall not be reduced in rank below Corporal/Detective/Youth Officer.
3. Any member demoted due to a reduction of rank shall be given at least 30 days notice of such demotion.
4. In the event that manpower is subsequently increased, those members of the Bargaining Unit that were reduced in rank shall be reinstated to their old rank in the reverse order in which they were demoted.

VI

ECONOMIC MATTERS

"

This Agreement between the parties on economic matters are set forth in Appendix A, attached hereto, and are incorporated in this Collective Bargaining Agreement as set forth therein.

VII DURATION OF AGREEMENT

This Agreement shall remain in effect through March 31st, 1990, and until a new agreement is negotiated and agreed upon by both parties. In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than 10 days prior to the desired termination date which shall not be before the anniversary day of April 1, 1990.

BARGAINING UNIT

Herbert R. Hysler
Curtis F. Ferriss
Mark Smith

TOWNSHIP OF BLOOMFIELD

Irene Kozan
Wilma J. Cotton
Sam Arslanian

BLOOMFIELD TOWNSHIP POLICE DEPARTMENT COMMAND, OFFICERS
(FRATERNAL ORDER OF POLICE, STATE LODGE OF MICHIGAN -
LABOR COUNCIL)

SALARY AND BENEFITS AGREEMENT
APPENDIX A

I SALARIES

<u>Classification</u>	<u>April 1, 1987</u>	<u>April 1, 1988</u>	<u>April 1, 1989</u>
Sergeant	\$ 35,834	\$ 37,268	\$ 38,758
Lieutenant	\$ 38,629	\$ 40,174	\$ 41,781

II PAY PERIOD

The wages of employees shall be paid biweekly on Thursday of the appropriate week. In the event that this day is a holiday, the preceding day shall be pay day.

III OVERTIME

Employees shall receive time and one half for all work in excess of eight hours in any one day, or forty hours in any one work week, including time spent in court appearances as provided in Article IV of this Appendix A.

IV

COURT TIME

When officers are required to appear in court or administrative hearings, they shall be compensated at the rate of time and one half for all time spent, with a guarantee of a minimum of two hours' pay per day, under the following conditions:

- 1) Case must be of criminal nature and/or a civil matter which is departmental connected.
- 2) Officer must be off duty at court time.
- 3) Request for compensation shall be approved by the Chief of Police.
- 4) Subpoena - Circuit Court stand by while off duty - two hours' straight time per day.

V

HOLIDAYS

Section 1 Holidays Recognized and Observed

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

Christmas Eve (½ day)

Christmas Day

New Year's Eve (½ day)

New Year's Day

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

The day after Thanksgiving Day

Employee's Birthday

Law Day (May 1)

For all holidays, whether worked or not, eligible officers shall be paid for said holidays in one lump sum payment in the last pay check in November of each year.

Section 2 Eligibility Requirements

To be eligible for holiday pay, the employee must work shift work with rotating days off. The employee must work his last scheduled work day prior to the holiday and after the holiday, except when an employee is on a scheduled day off, personal leave day, comp day, vacation or sick leave, he shall be paid for the unworked holiday.

Section 3 Holiday Pay, Straight Day Officers

To be eligible for holiday pay for ten holidays, straight day officers must work all of the following holidays:

Columbus Day

Veteran's Day

Employee's Birthday

Law Day

Washington's Birthday

Section 4 Eligibility Requirements

To be eligible for holiday pay, the employee must work his last scheduled work day prior to the holiday and after the holiday, except that if an employee is on a scheduled day off, personal leave day, comp day, vacation or sick leave, he shall be paid for the unworked holiday.

ANNUAL LEAVE OR VACATIONSection 1 Definition of Annual Leave

Annual Leave is absence from work for which the employee is paid just as if he were at work. The use and amount of annual leave that is taken at one time are at the discretion of the employee's department head. The foremost consideration in allowing Annual Leave is the welfare, convenience and continuation of services which the Township renders. Use of annual leave is detailed in Departmental General Order #78-3A.

Section 2 Amount of Annual Leave

- a) Annual Leave will be computed and credited to an employee each pay period.
- b) The amount of Annual Leave will be credited from the following schedule:

<u>Length of Service</u>	<u>Accrual Rate for Pay Period</u>
Hire through end of 5th year	3.65 hrs.
Start of 6th year through end of 10th year	5.54 hrs.
Start of 11th year through end of 15th year	7.08 hrs.
Start of 16th year through end of 20th year	8.62 hrs.
Start of 21st year to retirement	9.23 hrs.

Vacation accrual rate would be established on the first complete pay period after anniversary date of hire, after the 5th, 10th, 15th, and 20th year of service.

Maximum Accumulation of Leave

1 year through 10 years	240 hrs.
11 years through 15 years	300 hrs.
16 years through 20 years	360 hrs.

Section 3 Use of Annual Leave

- a) Annual Leave may be used only with the permission of the Chief of Police. This provision shall apply to all other sections of this plan.
- b) Annual Leave MAY NOT be used before it is credited.
- c) Annual Leave may be used any time after it is credited to an employee.

Section 4 Payment for Annual Leave Used

Payment of Annual Leave used by an employee will be processed as a normal payroll payment. All such payments shall be subject to normal payroll deductions.

1. No advance payment for Annual Leave will be made.
2. If an employee will not be at work on the regularly scheduled pay day, he may:
 - a) Request paycheck be held in accounting office to be picked up.
 - b) Leave an addressed envelope in the accounting office for forwarding of paycheck when issued.

Section 5 Payment in Lieu of Annual Leave

Payment for unused Annual Leave will be made only when an employee terminates Township employment for reasons of resignation, retirement, death or permanent disability.

No employee will be permitted to work and draw pay for Annual Leave at the same time.

No payment will be made for Annual Leave in excess of the maximum accumulation shown in Article VI, Section 2, "Maximum Accumulation of Leave."

Section 6 Effect of Death Leave on Annual Leave

If an employee has reason to use Death Leave during a period of Annual Leave usage, and such Death Leave is documented to the satisfaction of his Department Head, such time may be considered as Death Leave, instead of being deducted from his Annual Leave.

Section 7 Effect of Sick Leave on Annual Leave

If an employee has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the employee; and if such Sick Leave is documented by a physician's written statement to the Department head's satisfaction, such time may be deducted from the employee's Sick Leave Accumulation instead of being deducted from Annual Leave.

Section 8 Effect of Paid Legal Holidays on
Annual Leave

Legal holidays as defined in this Agreement are counted as days off with pay by the Township, and shall not be deducted from an employee's Annual Leave when they fall during a period of Annual Leave usage.

VII

LONGEVITY PAY

The basis of increment is as follows:

5 years	2% of salary as set forth in Appendix A, Article I
10 years	4% of salary as set forth in Appendix A, Article I
15 years	6% of salary as set forth in Appendix A, Article I
20 years	8% of salary as set forth in Appendix A, Article I
25 years	10% of salary as set forth in Appendix A, Article I

The increment shall be paid in one lump sum payment the last pay check in November of each year based on years of service as of November 30th of that year.

VIII UNIFORM ALLOWANCE

All employees shall receive an annual uniform allowance as follows: \$450.00 per year, payable April 1st.

IX LIFE INSURANCE

The Employer shall provide life insurance in the face amount of \$25,000 as of April 1, 1987 and \$30,000 as of April 1, 1988, with double indemnity for qualified employees as provided in the contract between the Employer and insurance carrier.

The Employer shall also provide dependent's life insurance in the face amount of \$5,000 for the spouse of qualified employees; in the face amount of \$2,500 for each child between six months and 19 years of age; and \$500 for a child between 15 days and six months of age.

X

FALSE ARREST INSURANCE

11

Employees covered by this Agreement shall be provided a policy of False Arrest Liability Insurance by the Employer in the amount of \$500,000 for each individual; and \$1,000,000 for each incident. The premiums for such insurance will be paid by the Employer.

HOSPITALIZATION AND DENTAL INSURANCE

The present Hospital Insurance for employees and dependents, as provided by the Employer and contained in the contract between the Township and the Insurance Carrier, will be improved as proposed and discussed by the parties. The improvements to the existing hospitalization plan will be placed into effect on the 1st day of April, 1987.

The hospital insurance shall provide the following daily room rate coverage:

Effective 4/1/87 - \$320.00 per day

The Employer will continue the existing dental insurance for the employees in accordance with the agreed-upon Connecticut General Dental Insurance Plan, the terms of which are contained in the Dental Plan Booklet.

Effective April 1, 1987, the orthodontic coverage shall be \$1,000.00 maximum per lifetime of the beneficiary.

In addition, the below provision remains in effect.

If the employee is at least 52 years of age at retirement, all hospitalization coverages remain in effect for the employee and spouse until each is eligible for Medicare benefits. Major medical portions of Medicare payments shall be paid by the employer (MMMD and MMME). Upon the death of the retired employee, the insurance will continue for the

surviving spouse until the spouse should remarry, obtain employment which provides health insurance coverages, or reach an age so as to be eligible for Medicare benefits. All medical coverages are to be maintained for retirees the same as current employees.

XII PENSION

The present pension plan and any amendment remains in effect for the duration of this agreement as reflected in "Your Retirement Plan, Township of Bloomfield," revised April 1, 1979, and as stated in contracts currently in effect between Bloomfield Township and the insurance carrier. In addition, effective April 1, 1987, Annual Retirement Income will be computed by multiplying 2.25% of Final Earnings by the number of years of service. Final Earnings refers to the average of the annual salary, longevity, and holiday pay, (excluding overtime and other bonuses) for the preceding four consecutive May 1st's, prior to the retirement date.

Holiday pay shall cease to be part of Final Earning calculations upon expiration of this agreement.

SICK LEAVE PLANA. Definition of Sick Leave

1. Sick leave is an absence from work for which the employee is paid, just as if he were at work, when the reason for the absence is covered by the provisions of this Sick Leave Plan, and the employee has accumulated at least as much sick leave as required for the absence in question.

B. Eligibility for Sick Leave Accumulation and Use

1. All employees whose appointments are for more than 520 hours per year, but less than full time, shall accumulate sick leave time on a prorated basis (i.e., an employee who works 40 hours per pay period will accumulate one half as much sick leave time as an employee working 80 hours per pay period).
2. All employees whose appointments are for less than 520 hours of work within a 12 month period shall not accumulate and use sick time.
3. All employees eligible for the Sick Leave Plan under Section B-1 above, shall begin their accumulation from the first day of eligible Township employment.

C. Rate of Accumulate of Sick Leave

1. Eligible employees shall accumulate Sick Leave as follows:

For Employees with a Normal Working Schedule	Days of Sick Leave Credited	Days Credited in 12 Months	Maximum Sick Leave Accumulation
Full Time Employees	1/2 or .5 per pay	13	No Maximum Limitation

D. Use of Sick Leave

1. Sick leave may be used only with the permission of the Chief of Police. This provision shall apply to all other sections of this plan.
2. During each year of the contract an employee may use three days of his accumulated sick leave days as personal leave days. The personal leave days are not cumulative from year to year and must be taken in full day increments. Prior permission for use of personal leave days must be obtained from the Chief of Police.
3. The Chief of Police shall be responsible for reviewing employees' requests for sick leave and determining their validity. He shall refuse to allow use of sick leave when, in his judgment, there is insufficient evidence to support the employee's claim, or where he believes that the employee has not exercised reasonable effort to promptly notify the department of his absence.

4. Employees should notify their department head one hour before their normal work day begins that they will be unable to work. (Section 17 - Rules and Regulations)
5. Employees must submit their "Request for Approval of Sick Leave" forms to their department head in writing as soon as possible after sick leave usage. These forms shall be forwarded to the Chief of Police for review.
6. Sick leave shall not be granted for a period of more than five successive work days unless the employee submits a statement from his physician to the Chief of Police that the sick leave is necessary.
7. Sick leave may not be used before it is earned.
8. Sick leave may be used at any time after it is earned.
9. Sick leave may be used for the following purposes:
 - a) Acute personal illness or incapacity over which the employee has no reasonable control.
 - b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
 - c) Medical and dental examinations or treatment.

- d) The care of the employee's ill, minor dependent children, spouse, parents or guardians, if the employee is the only person available to render such care (not to exceed two days for any one illness).
- e) To supplement Workmen's Compensation payment as follows:
- (1) An employee off work due to an injury or illness deemed compensable by Workmen's Compensation shall be paid by the Township his regular straight time wage at the time injured. Payment of the regular wage rate shall continue until the employee returns to work or has been paid a total of 26 weeks' straight time wages, whichever occurs first. To be eligible during the period of 26 weeks, the employee must forward the Workmen's Compensation check to the Township.
 - (2) An employee still unable to return to work and who continues to receive payments under the provisions of the Workmen's Compensation Act after exhausting payments by the Township described in Item e-(1) above, shall receive the Workmen's Compensation payments plus disability payment, not to exceed 66-2/3% base pay.
 - (3) An employee off work due to an injury or an illness deemed compensable by the Workmen's Compensation Commission shall continue to accumulate Sick Leave and Annual Leave at the normal rate for as long as he receives payment from the Township under Item e-(1) above (not to include Disability payment).
 - (4) If payments from Workmen's Compensation Insurance and the Social Security Administration do not total 66-2/3% of the employee's regular straight time wages, the employee should apply to Connecticut General Life Insurance Company for long term disability payments. Payments from Connecticut General will be 66-2/3% of regular straight time wages, less any amounts received from Workmen's Compensation Insurance and Social Security.

- (5) Any amounts payable to an employee under Item e-(1) above, shall be reduced by an amount equal to any benefits received under the provisions of the Bloomfield Township Employee's Retirement System because of such injury or illness. In no case shall the total benefits paid by the combination of Workmen's Compensation payments, payments from Bloomfield Township Employees' Retirement System benefits and payments from the Township total more than the Employee's straight time wages at the time of injury or illness.

E. Payment for Unused Accumulated Sick Leave

Payment while still a Township employee:

- (1) The number of unused Sick Leave days in each employee's Sick Leave Accumulation shall be recorded as of the end of the 22nd payroll period of each fiscal year, and each employee having more than 800 hours shall have a choice of:
 - a. Receiving one-half pay in cash for Sick Leave in excess of 800 hours.
 - b. The right to keep the days in excess of 800 hours in his Sick Leave Accumulation.
- (2) The annual cash payments will be paid at the rate the employee is earning at the end of the 22nd payroll period.
- (3) Those employees electing to keep the extra Sick Leave days will again have the option of cash or days for all Sick Leave in excess of 800 hours at the recording time each succeeding year.

Payment when separating from Township employment for reasons of death or to become a retired member of the Township Employee's Retirement System:

- (1) An employee separating from Township employment for these reasons shall receive one half pay for all of his unused accumulated Sick Leave.
 - a) Payments shall be made at the rate the employee is earning at the time of separation.

Payment when separating from the Township

for reasons other than Retirement or Death:

- (1) An employee separating for these reasons shall receive one half pay for his unused accumulated Sick Leave in excess of 600 hours.
 - a) Payment shall be made at the rate the employee is earning at the time of separation.

F. Effect of Sick Leave on Annual Leave and Sick Leave

1. Employees on sick leave with pay shall continue to accumulate Annual Leave and Sick Leave just as if they were on the job.
2. If an employee has reason to use sick leave during a period of Annual Leave usage, and if such leave is used to cover an illness of the employee; and if such sick leave is documented by a physician's written statement to the Chief of Police's satisfaction, such time may be deducted from the employee's sick leave accumulation instead of from his Annual Leave Accumulation.
3. Legal Holidays which are counted as days off with pay by the Township shall not be deducted from an Employee's sick leave accumulation when they fall during a period of sick leave usage.

G. Effect of Leaves of Absence Without Pay on Sick Leave

1. Employees shall not accumulate or use sick leave while on leaves of absence without pay.

H. Employee Leaving the Township Service and the Effect on his Unused Accumulated Sick Leave

1. Former employees who return to Township service must start their accumulation of sick leave as new employees. However, at such time that their prior Township service is recognized by the Bloomfield Township Employee's Retirement System, the unpaid sick leave accumulation they had at the time of separation shall be reinstated.
2. Employees who leave the Township service to enter the Armed Forces of the United States under provisions of the Selective Service Act, who are members of the Armed Forces and are called to active duty, or who enlist in the Armed Forces during a declared national emergency shall, upon reemployment by the Township, have available any unused sick leave previously earned; provided, that such reemployment takes place within 90 days after the discharge or release from active duty in the Armed Forces, whichever is later.

I. Sick Time Buffer

"

1. Employees are eligible for a sick time buffer as described in Bloomfield Township Police Special Order #80-01.

DEATH LEAVEA. Definition of Death Leave

1. Death leave is an absence from work for not more than three consecutive working days for which an employee is paid just as if he were at work, because the reason for the absence is the death of a member of his immediate family or household as described by the following provisions of this plan.

2. The deceased must bear one of the following relationships to the employee (whether the relationship is natural, adoptive, step or foster in nature).

Spouse	Spouse's grandparent
Child	Brother-in-law
Parent	Sister-in-law
Guardian	Son-in-law
Grandparent	Daughter-in-law
Brother	(Member of the employee's
Sister	household which is his
Grandchild	residence at the time
Spouse's parent	of death)

XV

COMPENSATORY TIME

The granting of time off in compensation for overtime work, holiday work, etc., shall be in accordance with General Order #79-6. Such compensatory time off can be joined with an employee's regular day off and the employee could also join a compensatory day off to the beginning or ending of a vacation.

XVI

EMERGENCY CALL-IN

At least two hours of work or two hours of pay shall be given to any employee who is called back to work after completion of their tour of duty. This call-in time shall be compensated at the rate of time and one-half for all time spent. All applicable liability coverage is in force for on-call officers from the time they leave their home (relative to Township business) until the time they return home.

XVII

DISABILITY BENEFITS - SHORT AND LONG TERM

Employees on short term disability benefits will receive 70% of their basic weekly earnings, and employees on long term disability shall receive 66-2/3% of their basic monthly earnings. These provisions shall be incorporated into the Master Group Insurance Plan.

XVIII APPENDIX A, RELATION TO COLLECTIVE BARGAINING AGREEMENT

The foregoing Appendix A, designated as "Salary and Benefits Agreement" is a part of the Collective Bargaining Agreement dated March 27th, 1987 between the Township of Bloomfield and the Bloomfield Township Police Department Command Officers (Fraternal Order of Police, State Lodge of Michigan - Labor Council). The agreed-upon salaries and benefits shall prevail for a period from April 1st, 1987 through March 31, 1990.

XIX JUDICIAL REVIEW

If any article or section of this agreement, or any supplement or contract herein referred to, is revised or held invalid by the operation of law or by any tribunal, the remainder of this agreement and supplements or contracts herein referred to shall not be invalidated.

In witness whereof the parties hereto have set their hand this 27th day of March A.D., 1987.

FOR THE ASSOCIATION

Herbert R. Hipsley
Curtis J. Lennier
Prin Y. Smith

FOR THE TOWNSHIP OF BLOOMFIELD

Inea Kozan
Wilma S. Cotton
Sam Aralanian