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CITY OF BLOOMFIELD HILLS &
LABOR COUNSEL MICHIGAN FRATERNAL
ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT

July 1, 1987 - June 30, 1990

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INDEX

CITY OF BLOOMFIELD HILLS &
FRATERNAL ORDER OF POLICE
COLLECTIVE BARGAINING AGREEMENT

July 1, 1987 to June 30, 1990

<u>No.</u>	<u>Description</u>	<u>Page Number</u>
1.	Definitions	1
2.	Employees Covered	2
3.	Persons Not Covered	2
4.	Recognition	3
5.	Union Membership	3
6.	Union Membership: Dues Checkoff	4
7.	Union Business: Steward	4
8.	Union Business: Stewards' Pay for Bargaining Unit Representation	4
9.	Union Bulletin Board	5
10.	Probationary Period	6
11.	Discharge and Discipline: Basis	6
12.	Seniority: Acquisition	6
13.	Seniority: Accrual	7
14.	Seniority: Retention	7
15.	Seniority: Loss	7
16.	Seniority: Application	8
17.	Seniority: Layoff and Recall	8
18.	Seniority: Layoff and Recall: Procedure	8
19.	Normal Work Week Assignments	9
20.	Normal Work Day	9
21.	Work Obligation: Employee	10

<u>No.</u>	<u>Description</u>	<u>Page Number</u>
22.	Work Obligation: Employer	10
23.	Work Schedules	11
24.	Regular Hourly Compensation Rate	12
25.	Premium Compensation Rate	12
26.	Compensation Computation: Pyramiding and Compounding	13
27.	Premium Compensation: Computation of Overtime Work	13
28.	Minimum Guarantee: Call Back Time	13
29.	Minimum Guarantee: Court Appearances	14
29.A.	Mileage Allowance	14
30.	Holidays	14
31.	Annual Leave: Entitlement	14
32.	Annual Leave: Consumption	15
33.	Annual Leave: Scheduling	16
34.	Annual Leave: Payment	17
35.	Funeral and Personal Leave	17
36.	Injury Leave	18
37.	Medical Leave: Accrual	19
38.	Medical Leave: Eligibility	20
39.	Medical Leave: Consumption	20
40.	Medical Leave: Unit-Wide Bank	20
41.	Medical Leave: Payment for Unconsumed Medical Leave	21
42.	Employee Training and Development	21
43.	Employee Training and Development: Tuition Payment	21
44.	Employee Training and Development: Work Hours	22
45.	Insurance: Group Life Insurance	22

<u>No.</u>	<u>Description</u>	<u>Page Number</u>
46.	Insurance: Health and Accident	22
47.	Insurance: Disability Income	23
48.	Insurance: False Arrest	24
49.	Insurance: Dental	24
50.	Retirement Benefits	25
51.	Scope - Grievance Procedure	26
52.	Procedure & Time Limits: Initiation	26
53.	Procedure & Time Limits: Step One	26
54.	Procedure & Time Limits: Step Two	27
55.	Procedure & Time Limits: Arbitration	27
56.	Procedure & Time Limits: Arbitration Arbitrator's Decision and Compensation	28
57.	Exclusions & Limitations: Arbitrator's Authority	28
58.	Construction	28
59.	Strike, etc.	29
60.	Union Obligations and Liability	29
61.	Employee Liability	29
62.	General	30
63.	Employer Rules	30
64.	Meeting	31
65.	Interest Succession	31
66.	Agreement Construction	31
67.	Separability	31
68.	Uniform Allotment	31
69.	Uniform Allowance	32

<u>No.</u>	<u>Description</u>	<u>Page Number</u>
70.	Personal Property Replacement	32
71.	Equipment Maintenance	32
72.	Personnel File	32
72.A.	Trading of Leave Days	33
72.B.	Post Traumatic Stress Syndrome: Police Shooting or Fatal Police	33
72.C.	Criteria for Promotion to the Rank of Public Safety Sergeant:	34
73.	Waiver: Union	36
74.	Amendment	36
75.	Effective Date and Duration	36
76.	Termination	36
77.	New Agreement Negotiation	36
	Schedule A-1 - Salaries	38
	Schedule A-2 - Longevity Premium	39

ARTICLE I

DEFINITIONS

require: 1. As used in this Agreement and except as its context may otherwise

(a) "Employer" means the City of Bloomfield Hills, a Michigan Municipal Corporation.

(b) "Union" means the Labor Council Michigan Fraternal Order of Police.

(c) "Employee" means an individual covered by Paragraph 2.

(d) "Unit" or "Bargaining Unit" means the employees, collectively covered by Paragraph 2.

(e) "Day" means a twenty-four (24) hour period beginning at 12:01 a.m.

(f) "Week" means a seven (7) day period beginning at 12:01 a.m. Monday.

(g) "Public Safety Department" means that department within the City of Bloomfield Hills that is charged with the primary responsibility for the enforcement of law and order and for the protection of life and property from the hazards of fire within the City.

(h) "Public Safety Officer" means an individual employed as a member of the Public Safety Department of the City of Bloomfield Hills.

(i) The masculine, feminine and neuter import one another.

ARTICLE II

AGREEMENT SCOPE

2. Employees Covered: This Agreement applies to every regular full time Public Safety Officer holding the rank of patrolman or sergeant in the Public Safety Department as certified by the Michigan Employment Relations Commission in case number R87 D-96.

3. Persons Not Covered: This Agreement does not apply to any person employed by the employer as a supervisor, part time employee, captain in the Public Safety Department, Deputy Public Safety Director or to any other person not covered in Paragraph 2.

ARTICLE III
UNION STATUS

4. Recognition: Employer recognizes the Union as exclusive bargaining representative of the unit described in Paragraph 2 and thus of every employee. However, any individual employee or group of employees has the right to present a grievance to the employer and have it adjusted without Union intervention, so long as the adjustment is not inconsistent with this Agreement and the Union has been given the opportunity to be present at such adjustment.

5. Union Membership: Each Employee will, within sixty (60) days after his employment, or the effective date of this Agreement, whichever is later, become and remain a member of the Union to the extent of tendering the Union periodic dues/fees uniformly required for the service and administration of this Agreement by the Union. The Employer will within thirty (30) days after any default in the tendering of such fee or dues, notify the Union in writing of each Employee who fails to tender such fee or dues. The Union will, within ten (10) days after receiving such notice, in turn notify in writing each Employee. If an affected Employee does not, within ten (10) days after the Union mails such notice make the required payment of fees/dues required hereunder, the Employer will notify the Employee that continued failure to pay, will result in discharge. The Union will indemnify the Employer against all liability and expenses (including its reasonable attorney fees) the Employer may incur by reason of any discharge pursuant to a

notice from the Union under this paragraph. Nothing contained herein shall require the employer to violate Federal or State Law.

6. Union Membership: Dues Checkoff: During the term of this Agreement and in accordance with the terms hereinafter set forth, the employer agrees to deduct the periodic dues or service fees from the pay of each employee who executes or has executed an Authorization for Payroll Deduction form. The amounts to be deducted shall be certified to the employer by the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Labor Council Michigan Fraternal Order of Police within fifteen (15) days from the receipt of the certification.

7. Union Business: Steward: The Bargaining Unit shall have four (4) stewards and four (4) alternate stewards, each of whom must be an employee. There will be one (1) steward and one (1) alternate steward assigned to each platoon. Said steward or alternate steward shall represent the employees assigned to this platoon with respect to this agreement. The fourth steward and alternate steward shall be assigned to represent the sergeants and may be assigned to any of the three platoons. The names of the employees selected as stewards or alternate stewards shall be certified to the employer in writing by the Union. The alternate stewards shall have authority to represent employees under the term of this agreement only when the stewards is not on duty.

8. Union Business: Stewards' Pay for Bargaining Unit Representation: Bargaining Unit stewards will be permitted reasonable time off to function in the grievance procedure when required, as set forth in Paragraphs 51 through 58 herein, and to investigate grievances in their area of representation. Before taking such time off, the steward must obtain permission from his supervisor to leave his duty station for such activity. Pay for such time shall be at the employee's regular rate

of pay for all time consumed during the regular work shift. No time shall be paid for those hours consumed in such activities outside of the regular shift. No more than one (1) employee per shift shall receive pay for such activity during any work day.

9. Union Bulletin Board: The employer will make a bulletin board area available for the use of the employees and the Union for the purpose of posting notices of Union activities and other official announcements. Said bulletin board shall not be used for any personal employee use.

ARTICLE IV

EMPLOYEE STATUS

10. Probationary Period: An employee will be on probation until he has worked for a period of one year in a position covered by this Agreement following his initial employment by the employer or his re-employment after loss of seniority, as the case may be. During said probationary period the employee will be subject to termination at employer's sole discretion. No employee terminated pursuant to this paragraph shall have the right to grieve said termination pursuant to Paragraphs 51 through 58 of this Agreement.

11. Discharge and Discipline: Basis: Except as stated in Paragraph 10, employer will discharge or discipline an employee only for just cause. Except in the case of a discharge pursuant to Paragraph 10, employer will state the reason for the employee's discharge or discipline to the employee in writing and will send the Union and the appropriate Steward a copy of such written statement.

12. Seniority: Acquisition: An employee will acquire seniority after completing his probationary period and his seniority shall then date from the first date he reported for active duty (and not the date he was sworn in). Employees reporting for active duty on the same day will have their seniority rank established by the basis of test scores received, if such scores are available, with the highest scoring employee being provided seniority preference. If test scores are not available or utilized in regard to the affected employees, their seniority shall be established by a random lottery.

13. Seniority: Accrual: An employee whose employment has not been terminated by resignation, discharge or death and whose seniority has not been lost under Paragraph 11 will accrue seniority in these cases: (a) while actively at work, (b) while on annual leave, (c) for that part of any leave for military service preceding any voluntary extension of such service, so long as he complies with the conditions of such leave and has a statutory right to re-employment, (d) for the duration of any leave for illness or disability, so long as he complies with the conditions of such leave.

14. Seniority: Retention: An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under Paragraph 11, will retain, but not accrue, seniority in these cases: (a) on leave of absence other than one specified in Paragraph 13, so long as he complies with the conditions of such leave, (b) for ninety (90) days on promotion or assignment to a position not covered by this Agreement, (c) while on layoff, until his loss of seniority rights under Paragraph 15.

15. Seniority: Loss: An employee will lose seniority and all employment rights by (a) resignation, (b) discharge, unless voluntarily remitted by the employer or vacated by a valid arbitration award, either accepted by the employer or judicially confirmed, (c) absence from work without notifying the employer in advance or without providing a reasonable and valid excuse, (d) failure to report for work on schedule following an annual leave, leave of absence, or disciplinary suspension without notifying the employer in advance or without providing a reasonable and valid excuse, (e) continuous layoff which exceeds the employee's seniority or continuous layoff of more than three (3) years, whichever is lesser; (f) subject to federal law, voluntary extension of military service.

16. Seniority: Application: Seniority will apply to (a) layoff, (b) recall, and (c) annual leave accrual.

17. Seniority: Layoff and Recall: The employer will lay off employees in inverse seniority order, provided, however, that all employees holding the rank of patrolmen will be laid off prior to any city employees holding the rank of sergeant being laid off. The employer will recall employees in seniority order, subject to the recalled employees ability to pass the physical examination required by the employer and his ability to satisfy the requirements of the Law Enforcement Officers Training Council Act (M.C.L.A. Section 28,433).

18. Seniority: Layoff and Recall: Procedure: The employer will recall an employee from layoff by certified mail or telegram to the employee's address as shown on the last Income Tax Withholding Exemption Certificate (Form W-4) he filed with the employer, or as shown on any subsequent written notice he may have filed with the employer. This notice will specify a date and time not earlier than fourteen (14) days from its certification or filing date, as the case may be, for the employee to return to work. If the employee accepts such recall, he must report for work at the date and time specified in the recall notice. If he does not so report, his seniority and re-employment rights will terminate and he will be deemed to have resigned.

ARTICLE V

WORK TIME

19. Normal Work Week Assignments: An employee shall be assigned to work either: (a) a forty (40) hour work week or (b) a fifty-two (52) hour work week. The fifty-two (52) hour work week referred to in paragraph (b) above shall be computed on a twenty-eight (28) day cycle and scheduled as follows: shifts scheduled to work nine (9) days during the twenty-eight (28) day cycle will work eight (8) twenty-four (24) hour days from 8:00 a.m. to 8:00 a.m. and one (1) sixteen (16) hour day from 8:00 a.m. to 12:00 a.m. to be scheduled by the Chief; shifts scheduled to work ten (10) days during the twenty-eight (28) day cycle will work eight (8) twenty-four (24) hour days from 8:00 a.m. to 8:00 a.m. and one (1) sixteen (16) hour day from 8:00 a.m. to 12:00 a.m. and be scheduled for twenty-four (24) hours off from 8:00 a.m. to 8:00 a.m. as scheduled by the Chief. Provided, however, if any employee who, due to forty (40) hour midnight scheduling combined with fifty-two (52) hour scheduling would otherwise accumulate more than 208 hours shall at the discretion of the City have his hours reduced only by providing consecutive hours off as scheduled by the Chief.

20. Normal Work Day: The normal work day for an employee assigned to a forty (40) hour work week will be eight (8) consecutive work hours, including a meal period of one-half (1/2) hour in duration and two (2) fifteen (15) minute break periods. A normal work day for an employee assigned to a fifty-two (52) hour average work week shall be as specified in paragraph 19 and shall be deemed

to include assigned uniform changes, report writing, road patrol, quarters and equipment maintenance, training assignments, and assigned meal periods, and on days where the employee is assigned to work 24 hours, twelve (12) hours stand-by time during which employees shall be entitled to one period of at least seven (7) contiguous hours of stand-by time between the hours of 12:00 p.m., and 7:00 a.m. During a sixteen (16) hour work day, the Employer shall designate four (4) hours as stand-by time. No regularly scheduled active work assignment shall be made during such stand-by time even though employees will be on call for emergency public safety duties during all such stand-by time and no additional compensation shall be required for responding to such emergencies. Employer will post a work schedule which complies with the limitations established in paragraph 19 and herein and will not change said work schedule without at least five (5) calendar days advance notice to the employees involved. All employees will be on call for emergency service during any meal or break period or stand-by time and will not be entitled to premium compensation for any work done during the normal day, or meal periods, break periods or stand-by time within said normal work day.

21. Work Obligation: Employee: Unless he has a reasonable and valid excuse, an employee will work (a) the time assigned to him as a normal work day and work week, and (b) such reasonable overtime and in-service training as employer may require.

22. Work Obligation: Employer: Employer has no obligation to assign any specific number of work hours to any employee and shall have no obligation to assign overtime work to any employee, provided, however, if the employer finds it necessary to assign overtime work, the employer will endeavor to distribute such overtime assignments equally within each classification. In the event that overtime is scheduled due to the failure of an employee to report for his work assignment,

employees holding the same classification as the absent employee will be offered the first opportunity to work the available overtime assignment. In the event no employee of the same classification as the absent employee is available for the overtime assignment the Employer may make such assignment as it deems appropriate for its operational needs.

23. Work Schedules: The employer will post a schedule of an employee's work assignment five (5) calendar days in advance of its start, but may change that assignment, either the day on which the employee may be required to work or the shift on which the employee may be required to work, for any reason the employer considers essential to its operations by giving the employee personal notice of the change in work assignment. In the event the employer changes a work assignment with less than forty-eight (48) hours advance notice to the employee, all time worked during the forty-eight (48) hour period immediately prior to the effective date of the schedule change shall be compensated at the premium compensation rate provided in Paragraph 25. The official schedule shall be posted in a place which allows the employees reasonable access thereto.

ARTICLE VI

MONETARY BENEFITS: PAY FOR TIME WORKED

24. Regular Hourly Compensation Rate: An employee's regular hourly compensation rate shall be determined by dividing his annual compensation, as reflected in schedule A-1, by 52 and dividing the result by 52 or 40 depending upon whether such employee is assigned to a 52 hour or a 40 hour schedule.

25. Premium Compensation Rate: An employee's compensation for work exceeding his normal work day, work week (overtime) or for call back time will be 1-1/2 times his regular hourly compensation rate as determined pursuant to Paragraph 24 and this Paragraph 25. Further, in the event the employee is required to work overtime as a replacement for another employee who is unable to work his normal assignment, employee shall be compensated at the hourly rate of 1-1/2 times the hourly rate which would have been applicable had the work been performed by the replaced employee (i.e., where an employee working a fifty-two (52) hour schedule works overtime as a replacement for an employee working a forty (40) hour schedule, he shall receive 1-1/2 times the forty (40) hour rate and vice versa) or at the hourly rate of 1-1/2 times his regular hourly rate, whichever is greater. For the purposes of this paragraph, no employee assigned to a fifty-two (52) hour average work week will be entitled to overtime compensation unless he is required to work on a normally scheduled day off, whether provided by this contract or required pursuant to Public Acts 1925, as amended, a "Kelly Day" (M.C.L.A., Section 123.841, et seq). All overtime compensation earned shall be paid on the next regularly scheduled payday.

26. Compensation Computation: Pyramiding and Compounding: Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one type of compensation or compensation rate would otherwise apply to the same work, only the higher rate will apply.

27. Premium Compensation: Computation of Overtime Work: Compensation for authorized overtime work will be computed in quarter (1/4) hour segments to the nearest quarter (1/4) hour as follows:

1 - 15 minutes overtime - pay for 1/4 hour

16 - 30 minutes overtime - pay for 1/2 hour

31 - 45 minutes overtime - pay for 3/4 hour

46 - 60 minutes overtime - pay for 1 hour

28. Minimum Guarantee: Call Back Time: An employee who is called back to work after the completion of his assigned shift, or who is called in to work on a regularly scheduled day off will be guaranteed a minimum of four (4) hours at the premium compensation set forth in Paragraph 25. The guarantee provided herein shall in no instance be construed so as to apply to regularly scheduled overtime assignments which are contiguous to the employee's regularly scheduled shift assignment. Further, any employee so called back may be required to work the full four (4) hours of guaranteed time.

ARTICLE VII

MONETARY BENEFITS: PAY FOR TIME NOT WORKED

29. Minimum Guarantee: Court Appearances: An off duty employee who is required to appear in court as part of his employment with the employer will be guaranteed a minimum of two (2) hours pay at the premium compensation rate stated in Paragraphs 24 and 25.

29.A. Mileage Allowance: The employer will reimburse any employee who is required to use his or her own vehicle the sum of twenty-two (22) cents per mile, the distance of which shall be computed from and to the City Hall.

30. Holidays: Because the employer's full time operation of the Public Safety Department is essential to the health, safety and welfare of the City of Bloomfield Hills, no employee will be excused from work solely because of a holiday. All leave for holidays shall be deemed to be included in the annual leave provisions of Paragraph 31. Provided, however, effective September 15, 1988, any employee who is scheduled and does work on New Year's Day, July 4th, Thanksgiving or Christmas shall receive, in addition to his regular pay, a sum equal to 50% of his regular hourly rate for each hour actually worked on such holiday.

31. Annual Leave: Entitlement: An employee will accrue annual leave entitlement for work in the bargaining unit under this Agreement according to his seniority as follows:

as of March 31	0 to 1 year (prorated to March 31)	5 days
	1 to 4 years	10 days
	5 but less than 7 years	11 days
	7 but less than 9 years	12 days
	9 but less than 12 years	13 days
	12 but less than 14 years	14 days
	14 but less than 17 years	15 days
	17 but less than 20 years	16 days
	20 years and above	17 days

Each hour of annual leave entitlement will entitle an employee to one hour off with pay at his regular hourly compensation rate at the time of the leave. An employee must consume his leave entitlement by March 31, annually pursuant to the provisions of Paragraph 32 and may not carry any leave entitlement into the next year. Probationary employees may consume accrued leave pursuant to the provisions of Paragraph 32, provided, however, that a probationary employee who does not successfully complete his probationary period shall be entitled to only that percentage of his accrued leave entitlement which equals the percentage of the probationary period successfully completed by said employee. If the employee has consumed more annual leave than that to which he is entitled hereunder, at the time of his termination of employment with the employer, his final pay shall be reduced to fully reimburse the employer for the excess annual leave entitlement consumed by the employee. If the employee has not consumed leave to which he is entitled, his final pay shall be increased to compensate him for his unconsumed leave entitlement. All adjustments made hereunder shall be made at the employee's regularly hourly compensation rate as of the date of termination.

If an employee is on annual leave and develops personal sickness, the nature and term of which is verified in writing to the employer by a duly licensed physician (or by other evidence which is satisfactory to the employer), then the period of time of such personal sickness occurring during the annual leave shall not count as consumption of the annual leave entitlement, but shall reduce the employee's medical leave entitlement.

32. Annual Leave: Consumption: All annual leave entitlement due an employee pursuant to Paragraph 31 shall be computed and determined as of March

31, of each contract year by determining an employee's total annual leave entitlement to that date and subtracting from such entitlement all annual leave previously consumed. If an employee's seniority anniversary, which entitles him to an increase in annual leave entitlement pursuant to Paragraph 31 falls during the twelve (12) month period following March 31, the annual leave entitlement computed hereunder shall include the incremental increase due him on said seniority anniversary. All annual leave entitlement determined and computed hereunder shall be consumed by taking one hour off with pay, at the employee's regular hourly compensation rate at the time the annual leave is taken, for each hour of annual leave entitlement held by the employee.

33. Annual Leave: Scheduling: All annual leave entitlement held by an employee shall be consumed during two leave periods; April 1 through September 30 and October 1 through March 31. The employee must divide his annual leave entitlement as equally as possible (i.e. to the nearest full day) between the two leave periods. The employer will, not less than forty-five (45) days prior to the start of each leave period, submit to each employee, a form by which to advise the employer of his preference for leave time during the following leave period. The form must be completed by the employee and returned to the employer within thirty (30) days of the start of the leave period. The employer will assign leave time on the basis of its operating requirements, giving due consideration to employee's rank and seniority, as well as the employee's time preference. After the assignment of leave times by the employer, the schedule of annual leave shall be posted. After the leave schedule is posted all leave must be taken as scheduled, except in cases of emergency beyond the employee's control, in which case the leave will be rescheduled by the employer. In cases of emergency to the employer, leave will be rescheduled by agreement between the employee and the employer. In the event the

employee's leave cannot be rescheduled following an emergency, all unconsumed leave will be commuted to cash and paid to the employee on the basis of one day's pay, at the employee's regularly hourly compensation rate at the time of payment, for each day of unconsumed leave. If any employee fails to return the leave preference form to the employer, the employer shall schedule the employee's leave as the employer shall determine.

34. Annual Leave: Payment: The employer will pay an employee that portion of his annual leave pay attributable to the leave being consumed. The employer will pay an employee being laid off or terminated his unconsumed annual leave entitlement on the effective date of his termination or lay off. In the event that an employee is terminated or laid off during a year in which he has received an advance on his incremental increase in annual leave pursuant to Paragraph 31, he shall be entitled to receive in pay only that percentage of his incremental increase that is equal to the percentage of his incremental increase that is equal to the percentage of the anniversary year actually completed by the employee. If the employee has already consumed more than he would be entitled to under this paragraph, his final pay shall be reduced to reimburse the employer for his excess consumption.

35. Funeral and Personal Leave: An employee is entitled to paid funeral and personal leave on the following basis:

A. Funeral Leave: In the event of death of a member of the employee's family, he shall be entitled to funeral leave for attendance at the funeral and the handling of family business. Such leave shall be taken by releasing the employee from work responsibilities on as many work days as are required to provide the employee with the number of calendar days of funeral leave specified below for each category:

Employee's spouse, child, parents, or parents-in-law:	5 calendar days
Employee's brother or sister:	3 calendar days
Employee's grandparents, brother or sister-in-law, grandparents-in-law, grandchild, son-in-law and daughter-in-law:	2 calendar days

B. Personal Leave: In personal business other than that covered in A above, an employee shall be entitled to twenty-four (24) work hours leave with pay during the contract year. All such personal leave must be authorized in advance by the employer and may be consumed in one consecutive time period. Any personal leave not consumed by the employee during the contract year shall be waived by the employee.

Nothing contained in this paragraph shall be deemed to prohibit the employer from granting personal leave, either paid or unpaid, which exceeds the maximum periods herein established. Neither the granting or withholding of such discretionary personal leave shall be subject to the grievance procedures established in Paragraphs 51 through 58 of this Agreement.

36. Injury Leave: Every employee who is unable to work as a result of an injury incurred in the performance of his duties as an employee shall receive compensation during the period of disability from such injury for the following periods and in the following amounts:

A. During the first seven (7) days of disability, the employee shall receive full pay.

B. After the first seven (7) days, an employee who is entitled to Worker's Compensation Benefits under the laws of the State of Michigan will be paid directly by the employer's Worker's Compensation Insurance carrier. The employer will pay an employee who receives workmen's compensation benefits the difference between Worker's Compensation Benefits he receives and his weekly wage

for the period during which he received such benefits up to a maximum period of twelve (12) months. Effective September 15, 1988, the duration of such benefit shall be increased to eighteen (18) months. Following the termination of an employee's compensation payments, or the said applicable twelve (12) month or eighteen (18) month period, whichever shall first occur, the employer's payments to the employee shall cease.

37. Medical Leave: Accrual: An employee who is unable to work because of personal sickness or injury may consume his accrued medical leave and may utilize same on a proportionate basis to supplement benefits otherwise provided by this Agreement. An employee will accrue medical leave entitlement according to the following schedules:

A. Employees assigned the classification of Public Safety Officer or Sergeant, shall accrue medical leave entitlement at the rate of twelve (12) hours per month commencing with their date of hire, until such time as they have accumulated a maximum of two thousand four hundred (2400) hours, after which they will accrue no additional medical leave entitlement until consumption of medical leave reduces their accumulation below the two thousand four hundred (2400) hour maximum.

B. Employees assigned the classification of Detective Sergeant shall accrue medical leave entitlement at the rate of 8 hours per month commencing with their date of hire, until such time as they have accumulated a maximum of eight hundred (800) hours after which they will accrue no additional medical leave entitlement until consumption of medical leave reduces their accumulation below the eight hundred (800) hour maximum.

C. Subject to the foregoing restrictions, employees on medical leave shall continue to accrue medical leave entitlement.

38. Medical Leave: Eligibility: In order to be eligible for the consumption of medical leave accumulation provided for in Paragraph 37, an employee must promptly report his illness or injury to the employer. If employee is absent for more than twenty-four (24) working hours because of such illness or injury that illness or injury must be confirmed by either:

A. Letter addressed to the employer by a duly licensed physician;

or

B. By other evidence of such illness or injury which is satisfactory to the employer.

39. Medical Leave: Consumption: An employee granted medical leave hereunder shall be entitled to one hour's pay at his regular hourly compensation rate at the time the medical leave is taken for each hour of medical leave consumed by him up to the maximum number of hours then accrued in his medical leave accrual bank. In no event may any medical leave be taken before it is accrued pursuant to Paragraph 37.

40. Medical Leave: Unit-Wide Bank: There shall be a bargaining unit-wide medical leave accrual bank to which employees may donate a maximum of twenty-four (24) hours of their accrued medical leave each calendar year. On July 1, of each calendar year any employee who has accrued medical leave entitlement pursuant to Paragraph 37 may notify the employer to remove such medical leave accrual from his individual account and contribute up to twenty-four (24) hours or such accrual to the unit-wide bank. In the event that the total contributions made to the unit-wide bank reach one thousand two hundred (1200) hours, no further contributions may be made to the bank until such time as the total accumulated in the unit-wide bank is reduced below the one thousand two hundred (1200) hour maximum. Employee may utilize the medical leave accumulated in the unit-wide

bank if (a) he is entitled to medical leave pursuant to the provisions of Paragraph 38 above, (b) all his personal medical leave accrual has been consumed and (c) the bargaining unit certifies in writing to the City that a majority of the employees in the bargaining unit have duly approved the use of that unit-wide medical leave bank accrual for said employee's medical leave. In no event shall any employee have any vested interest in any medical leave contributed to the unit-wide medical leave bank for any purpose under Paragraph 38 or Paragraph 41.

41. Medical Leave: Payment for Unconsumed Medical Leave: In the event that an employee (a) dies while in the employ of the employer, (b) retires from his employment with the employer, or (c) is laid off for a period of time which would terminate his seniority rights as provided in paragraph 15 of this Agreement, he will be entitled to receive payment at the hourly rate of pay effective at the time of such death, retirement or loss of seniority rights for fifty (50%) percent of the accrued but unconsumed medical leave hours then credited to his medical leave accrual account, subject to the limitation contained in Paragraph 37.

42. Employee Training and Development: The employer will send its employees to police and fire schools where they will obtain training appropriate to their employment with employer. Such schooling will be scheduled and determined by the employer.

43. Employee Training and Development: Tuition Payment: The employer will reimburse an employee for tuition expense he incurs for continuing his education in areas the employer deems relevant to its operations under the following circumstances:

A. The employee received advance written approval from the

employer for the course or program of study to be undertaken and the school or institution offering the course or program.

B. The employee meets the school's or institution's requirements for the successful completion of the course or program of study.

C. The employee remains in the employ of the employer for twelve (12) months following the completion of the course work. If the employee leaves the employ of the employer, for any reason, prior to the end of said twelve (12) month period, the tuition paid by the employer for such course work will be deducted from the employee's final pay.

44. Employee Training and Development: Work Hours: If any employee so required to attend in-service training or school during any regularly scheduled work day, he shall receive full compensation for attendance at such training or school program. An employee attending such training or school program shall be provided with transportation by the employer or will be compensated for the use of his own vehicle at the rate of .22 cents per mile. All mileage shall be computed between the Bloomfield Hills Municipal Building and the location of the training or school.

45. Insurance: Group Life Insurance: The employer agrees to provide a group life insurance policy covering the members of the bargaining unit through Aetna Life & Casualty Company bearing death benefit of Fifty Thousand (\$50,000.00) Dollars pursuant to group life insurance policy #98677.

46. Insurance: Health and Accident: The employer agrees to provide Blue Cross and Blue Shield coverage for the employee, spouse and family as follows:

MVF-1 with ML rider and with master medical III supplement benefit certificates with riders D45NM, COB-3, two (\$2.00) co-pay drugs.

FC-SD (19-25 dependent coverage) rider shall be fully paid by the employer.

The employer shall provide at its expense Blue Cross and Blue Shield coverage for persons retiring pursuant to the terms and conditions of this Agreement and to their lawful spouse as of the date of retirement. When such retiree or spouse becomes eligible for Medicare, or other government sponsored health insurance program, the retiree or spouse shall apply when eligible and the employer's obligation shall be to provide such supplemental coverage as needed to assure current coverage enjoyed by such retiree prior to his eligibility for such governmental program. No retiree shall suffer any loss of benefits as a result of his required participation in such programs.

The employer shall provide at its expense the Blue Cross and Blue Shield coverage provided to full time employees without a break in benefits to any employee who qualifies for disability income benefits pursuant to Paragraph 47. Such coverage shall continue for the duration of disability notwithstanding the expiration of income benefits provided by Paragraph 47, subject only to limitations on duration provided by the insurance policy. Such disabled employee shall be required to apply for any eligible governmental coverage available to him and the employer's obligation shall be to provide such supplemental coverage as needed to assure current coverage enjoyed by such disabled employee prior to eligibility for such program. No disabled employee shall suffer any loss of benefits as a result of his required participation in such program.

An employee disabled prior to July 1, 1986, shall become eligible for benefits provided above on July 1, 1986.

47. Insurance Disability Income: Employer agrees to provide disability income insurance coverage provided by Aetna Life & Casualty Company pursuant to

policy #98677 to provide coverage up to sixty (60%) percent of weekly earnings up to a maximum of Two Hundred Fifty (\$250.00) Dollars per week for a duration of up to fifty-two (52) weeks, pursuant to the terms and conditions of said policy.

48. Insurance: False Arrest: The employer does further agree to indemnify and safe harmless all public safety officers of the City of Bloomfield Hills Public Safety Department from and against all claims, or suits, based on negligence or tort, damages, costs, losses and expenses arising out of the defense of each and every action taken by a public safety officer in the course of and in the performance of their duties as public safety officers. Said indemnification shall include but not be limited to false arrests, false imprisonment, malfeasance, nonfeasance, assault and battery and negligence.

49. Insurance: Dental: The employer agrees to provide Delta Dental coverage as follows: Delta Dental Plan of Michigan Group Policy No. 1707 which provides benefits at the following levels of coverage:

Class I, preventative, diagnostic (excluding radiographs) and emergency palliative treatment - one hundred (100%) percent; the balance of Class I benefits are on a 50/50 co-payment basis.

Class II, prosthetics - the policy provides for 50/50 co-payment basis.

Class III, orthodontics - the policy provides for 50/50 co-payment basis.

The maximum contract benefit per person per contract year is Six Hundred (\$600.00) Dollars total for Class I and Class II benefits. The employer shall also contribute on a 50/50 co-payment basis for all Class I and Class II type dental benefits consumed in excess of the insurance contract maximum of Six Hundred (\$600.00) Dollars per person per contract year. The maximum lifetime benefit for Class III benefits is Five Hundred (\$500.00) Dollars [per covered person].

Effective January 1, 1989, the benefit for Class I, II and III benefits shall be increased to 75/25% copayment; the contract benefit per person on Class I and Class II benefits shall be increased to \$1,000. and the Class III benefits shall be increased to a maximum life time benefit of \$1,000.

49. A. Insurance after Death: (i) If an employee dies on account of an injury or illness received in the line-of-duty, the City will continue the coverage provided in Paragraphs 46 and 49, for his spouse and his dependent children until age 25. If his spouse remarries or receives health insurance coverage from an employer or other source, the City will no longer provide the insurance coverage described in this subparagraph for the spouse but dependents shall continue to be covered under Sections 46 and 49 to the extent such coverage is not otherwise provided, to such dependents without cost to the spouse or such dependant. (ii) If an employee dies on account of an injury or illness not received in the line-of-duty, for a period of five years after death of the employee the City shall maintain insurance coverage provided in Paragraphs 46 and 49, above, for his spouse and dependents. This coverage shall terminate if the spouse remarries or receives health insurance from an employer or other source.

50. Retirement Benefits: Employer will continue its present coverage of all employees in the Michigan Municipal Employees Retirement System Plan B-2 for the term of this Agreement. Effective January 1, 1987, the employer will amend its retirement program to permit retirement at the age fifty-five (55) without loss of retirement benefits otherwise provided (commonly known as Section 47 f waiver).

ARTICLE VIII

GRIEVANCE PROCEDURE

51. Scope: Except as stated in Paragraph 61, every grievance the Union or Bargaining Unit, or any employee may have with employer, arising from an application or interpretation of this Agreement, will be adjusted as stated in Paragraph 52 through 58.

52. Procedure and Time Limits: Initiation: Either an employee, a group of employees, or the Union may initiate a grievance by serving a written notice of it on employer within fourteen (14) days after occurrence of the facts on which it is based. Such notice will concisely state the facts on which the grievance is based, specify each agreement paragraph alleged to have been violated, and specify the relief and remedy sought. If no such notice is served in that time, the grievance will be barred.

53. Procedure and Time Limits: Step One: After a proper and timely notice is filed, the employer's designated representative and a bargaining unit steward shall discuss the grievance. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) days after the employer received the required initiation notice. Employer will, within five (5) days of the completion of such discussion, notify the bargaining unit of its adjustment of the grievance and if the bargaining unit does not serve a written objection to the adjustment on the employer within five (5) days after the date of such adjustment, the adjustment will be final and the grievance will be barred except as the adjustment may otherwise provide. If the bargaining unit files a proper and timely

objection to the adjustment, the grievance will be barred except as the adjustment may otherwise provide. If the bargaining unit files a proper and timely objection to the adjustment, the grievance will be considered in Step Two and Step One will be deemed complete as of the filing date of such notice of objection.

54. Procedure and Time Limits: Step Two: If the grievance is removed to Step Two, the employer's designated representative and a representative of the Union or the steward will discuss it. This discussion, unless extended by written agreement for a specified period, will be completed within five (5) days after the employer received notice of the step one objection. The employer will notify the bargaining unit and the Union of its adjustment of the grievance within five (5) days, and if the Union does not serve a written objection to the adjustment on the employer within five (5) days after the date of such adjustment, the adjustment will be final and the grievance will be barred, except as the adjustment may otherwise provide. If the Union files a proper and timely objection to the Step Two adjustment, the grievance will be subject to arbitration, provided the requirements of Paragraph 54 are met by the Union or bargaining unit.

55. Procedure and Time Limits: Arbitration: If the Union files a proper and timely objection to the Step Two adjustment, or in any case where the grievance concerns the discharge of an employee, the parties will attempt to agree on a mutually acceptable arbitrator. In the event that the parties are unable to agree, the services of the Federal Mediation and Conciliation Service shall be used. Any request for arbitration shall be written with simultaneous written notice to the other party, and if such request is not filed and noticed within thirty (30) days after the filing of a written notice of objection to the employer's adjustment of the grievance, the grievance will be barred.

56. Arbitration: Arbitrator's Decision and Compensation: The arbitrator will render his decision, in writing, thirty (30) days after the grievance has been submitted to him, and his decision, when so rendered as required by law, will be final and binding on the parties. The parties will bear their own expenses individually and share the arbitrator's fee and expenses equally.

57. Exclusions and Limitations: Arbitrator's Authority: The arbitrator will have no authority to (a) add to, subtract from or in any way modify this Agreement, (b) substitute his discretion or judgment for employer's discretion or judgment with respect to any matter this Agreement consigns or reserves to employer's discretion or judgment, (c) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (d) formulate or add any new policy or rule, (e) establish or change any wage or classification.

58. Construction: Nothing in Paragraphs 51 through 57 will prevent informal adjustment of any grievance, and the parties intend that, so far as reasonably possible every grievance will be resolved between the employee and the supervisor immediately involved. Except as otherwise expressly stated in this Agreement, the procedure established by this Agreement for adjustment of grievances will be Union's exclusive remedy for claimed violation of this Agreement by employer. No employee or group of employees will have the right to initiate an arbitration proceeding.

All days referred to in the time limits shall be considered normal business days, excluding Saturdays, Sundays and holidays. Further, time limits may be extended by written mutual agreement.

ARTICLE IX
BUSINESS MANAGEMENT

59. Strike: Neither the Union nor any employee will instigate, encourage or engage in any strike, work stoppage, work interruption or other activity which would violate Act 336 of the Public Acts of 1947 as amended. Further, the employer will not engage in any lockout during the period of this Agreement.

60. Union Obligations and Liability: In the event of any violation of Paragraph 59, Union will immediately, on employer's request:

A. Declare by whatever means employer may reasonably request that such action is unauthorized and in violation of this Agreement.

B. Order each employee to return to work or otherwise cease such violation.

C. Take such steps as are available to it under its Constitution and By-Laws to enforce compliance with Paragraph 59.

If the Union complies with these obligations, they will not be liable for any violation of Paragraph 59 which they did not authorize.

61. Employee Liability: Employer will have the absolute and unreviewable right to suspend or otherwise discipline or to discharge, as it in its sole discretion may decide, any employee who violates Paragraph 59, and neither the Union nor any employee will question that right. However, the issue of fact

whether a particular employee violated such paragraph will be subject to the grievance procedure under Paragraph 51 through 58.

62. General: The employer has the legal responsibility and, subject only to the express and specific terms of this Agreement, sole right to manage its business and direct the police and fire protection of the City, including, among other things, the sole right to: (a) hire, assign, transfer, promote, demote, schedule, lay off, recall, discipline and discharge its employees and direct them in their work, (b) determine and schedule work, acquisition, location, relocation, installation, operation, maintenance, modification, retirement and removal of equipment and facilities, (c) control all employer property.

63. Employer Rules: As a part of its management rights, employer has the right to make, post and enforce rules affecting employees. Such rules, however, will not be inconsistent with the express and specific terms of this Agreement. All such rules and regulations will be placed in a book labeled as such and made available to every employee. No rule or regulation will be changed or initiated without sufficient notice of such change or initiation being given to the employees.

ARTICLE X

MISCELLANY

64. Meeting: Employer and Union will confer at such reasonable times as either party may request to consider problems or, consistent with the requirements and limitations of Paragraph 74, any proposal for the amendment or supplement in this Agreement. The party requesting the meeting will notify the other party by advance writing of each subject it proposes to discuss.

65. Interest Succession: This Agreement will bind and inure to the benefit of the parties and their respective legal successors and assigns.

66. Agreement Construction: The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

67. Separability: If at any time any part of this Agreement directly or by analogy becomes or is declared illegal, invalid or an unfair labor practice, in whole or part, under then applicable law, by Federal or Michigan judicial decree or order, or by the ruling of any Federal or Michigan administrative department, agency, board or commission, then such part will stand modified or suspended, as the case may require, to the extent necessary, but all other parts will remain effective.

68. Uniform Allotment: The employer shall supply each employee with the uniform clothing and equipment necessary for assumption of his duties with the employer. Following the distribution of this uniform clothing and equipment, it shall be maintained, repaired and replaced as necessary by the individual employee.

69. Uniform Allowance: The employer shall pay each employee a Five Hundred (\$500.00) Dollar per year uniform allowance for the maintenance, repair and replacement of his uniform clothing and equipment required under Paragraph 68 during the term of this Agreement. The uniform allowance provided herein shall be paid annually in two (2) installments, the first to be paid in December and the second to be paid in June of each year following the probationary period. Each employee shall maintain his uniform clothing and equipment in conformity with the rules and regulations established by the employer. Effective July 1, 1988 the uniform allowance shall be increased to Six Hundred (\$600.00) Dollars per employee.

70. Personal Property: The employer shall reimburse an employee the current market value of any personal property belonging to an employee that is damaged in the performance of his duties.

71. Equipment Maintenance: Employer will maintain all equipment and machinery it provides for the use of the employees in such condition so that it will not jeopardize the health or safety of any employee. No employee will be required to use equipment or machinery which is not so maintained. Wherever safety devices are provided, employees must use said safety devices.

72. Personnel File: An employee shall be entitled to have access to his personnel file at reasonable times during the employer's normal business hours after providing the employer with a minimum of one day's advance written notice of his desire to see such file. The employer will provide the employee with a copy of all material placed in his personnel file. In the event the employer places material in the employee's file without providing the employee with a copy of such material, the employer shall be prohibited from using the material as evidence to support the discipline or discharge of the employee.

72.A. Trading of Leave Days: The employee shall be permitted to trade work or leave days or hours upon the approval of his Shift Commander, which approval shall be in writing and signed by all affected parties. Responsibility for accounting for such trades will not be that of City; provided, however, the employee agreeing to serve in the place of a regularly scheduled employee shall accept full responsibility for the performance of his duties in the same manner as a regularly scheduled employee.

72.B. Post Traumatic Stress Syndrome: Police Shooting or Fatal Police Action: The purpose of this agreement is to establish a procedure permitting assistance to a police officer when he has been involved in a fatal police action or seriously wounds another in the line of duty. This procedure shall also apply to an officer if he has been shot in the line of duty.

This procedure shall also include the same assistance for the officer's partner if he/she had one at the time of the incident and if such officer requests such assistance.

The officer shall undergo a debriefing with a department supplied psychologist/psychiatrist as soon as possible. This should be done before the officer leaves for home at the end of his shift or as soon thereafter as possible.

The debriefing shall not be related to any departmental investigation of the incident and nothing disclosed to the psychologist/psychiatrist shall be reported to the department. The purpose of the debriefing will be to allow the officer's feelings to be heard and to deal with the moral, ethical and/or psychological residual effects of the incident.

Provisions for a support counselor interview within a few days after the incident to allow the officer the opportunity to discuss his feelings if he wishes to do so, will be offered.

In the event that additional counseling is necessary, it shall be provided. If therapy is indicated as a result of counseling or evaluation, it shall be provided at department expense.

The department, after consultation with the psychologist/psychiatrist, may, if it deems such action necessary, assign the officer to non-street duty.

The fact that an officer has been placed on administrative leave or assigned to non-street duty shall not, in and of itself, indicate any wrongdoing by the officer.

Nothing contained herein shall be in lieu of such departmental investigation or debriefing as the City may reasonably require.

72.C. Criteria for Promotion to the Rank of Public Safety Sergeant:

A. Eligibility Requirement to take the Examination: All Public Safety Officers who have completed four years of service with this Department, as of a date to be selected by the Director, shall be eligible to take the examination.

B. Subjects and Weights:

Written Examination	60%
Oral Board	25%
Seniority - Maximum	15%

C. Definitions:

1. Candidates who receive a score of 70% or greater on the written examinations will be scheduled to go before the oral board. The oral board will be staffed by three executives (one selected by the City, one by the Union and the third by the other selectees) from outside public safety departments. Each member of the board will access the performance of the candidates and develop an independent rating. The three independent ratings will then be averaged to determine the weighted score the candidate receives. Every effort will be made to ensure that each candidate receives a rating based on a fair and impartial evaluation of his performance.
2. Seniority will be computed on the basis of one point per year from the fifth through the twentieth year of service starting

with the date of appointment to a maximum of 15 percentage points.

D. Attainment of Eligibility: Positions on the eligible register shall be attained as a result of the combined scores on the written examination, promotional evaluation rating and seniority. Candidates must receive a passing score of 70 or better on the written examination in order to be eligible for further processing. In the event of ties, candidates shall be listed in order of their Department seniority and in the event of equal seniority by lot.

E. Promotional Policy: When vacancies occur, candidates from the register will not be promoted but instead will be assigned to the rank of a probationary basis for one year. Duty assignment will be based on a careful consideration of the officer's past experience, capabilities, posture in terms of achieving a well rounded career development profile and the immediate needs of the Department.

Candidates who are assigned will be given the salary, badge and insignia of the rank, and be expected to perform all duties and assume all responsibilities the same as if they had actually been promoted.

At the end of one year, the officer's performance will be evaluated and a determination will be made as to whether the officer is entitled to promotion and confirmation in the rank of Public Safety Sergeant.

The promotional register will remain in effect for eighteen months from the date of publication.

F. A bibliography shall be furnished to each employee ninety (90) days in advance of test date.

G. Promotions will be made from the top three candidates on the eligibility register.

H. In the event that a new position(s) is created, e.g. Corporal, Lieutenant, Inspector, etc., the promotional procedure will apply.

73. Waiver; Union: The Employer, Union and any affected employee, may be mutual agreement, waive any provision of this Agreement as to such employee.

74. Amendment: In reaching this Agreement, employer and the Union have considered all matters lawfully subject to collective bargaining. This Agreement may be amended or supplemented only by further written agreements between the parties. A party desiring amendment or supplement will notify the other party in writing, stating the substance of the amendment or supplement desire, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

75. Effective Date and Duration: Except as otherwise provided herein, this Agreement will be effective 12:01 a.m., (prevailing Bloomfield Hills time), July 1, 1987, to 12:01 a.m., (prevailing Bloomfield Hills time), June 30, 1990, and from year to year thereafter unless terminated as provided in Paragraph 76.

76. Termination: This Agreement may be terminated, effective 12:01 a.m., (prevailing time), on July 1, 1990, by written notice from either party delivered to the other not more than one hundred twenty (120) days nor less than sixty (60) days prior to the automatic renewal date of this contract of their intention to amend, modify, or terminate this Agreement. Notice of intention to amend or modify the Agreement shall constitute a notice of intention to terminate the Agreement.

77. New Agreement Negotiation: If either party terminates this Agreement pursuant to the terms of Paragraph 76, both parties will make every reasonable effort to commence bargaining for a new agreement within thirty (30)

days of the date on which the notice of intention to terminate was given. Each party shall have the right to add to, subtract from, or otherwise change any proposal made during such bargaining. Failure to commence bargaining by such time will not waive either party's right to bargain if the contract has been properly terminated as provided by Paragraph 76.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this ____ day of _____, A.D., 198_.

CITY OF BLOOMFIELD HILLS, a Michigan Municipal corporation

By: [Signature]

Its: [Signature]

LABOR COUNCIL MICHIGAN FRATERNAL ORDER OF POLICE

[Signature]
Union Representative

[Signature]

[Signature]

[Signature]

[Signature]

SCHEDULE A-1

A-1 Salaries: All employees covered by this Agreement shall receive compensation for work performed hereunder according to the following schedules:

7/1/87 to 6/30/88

PUBLIC SAFETY OFFICERS

Starting pay up to 1 year	\$23,588.00
1 year	\$26,867.00
2 years	\$29,113.00
3 years	\$31,393.00
4 years and over	\$34,141.00

SERGEANTS \$38,238.00

7/1/88 - 6/30/89

PUBLIC SAFETY OFFICERS

Starting pay up to 1 year	\$24,532.00
1 year	\$27,942.00
2 years	\$30,278.00
3 years	\$32,649.00
4 years and over	\$35,507.00

SERGEANTS \$39,768.00

7/1/89 - 6/30/90

PUBLIC SAFETY OFFICERS

Starting pay up to 1 year	\$25,268.00
1 year	\$28,780.00
2 years	\$31,186.00
3 years	\$33,628.00
4 years and over	\$36,572.00

SERGEANTS \$40,961.00

All time period computations in the above schedules will be made on the basis of the employee's date of hire.

SCHEDULE A-2

A-2. Longevity Premium: Employees shall receive longevity pay based on their term of employment with the employer in a position covered by this Agreement. Such longevity pay shall be computed according to the following schedule:

5 years of service but less than 10	10 years of service but less than 15	15 years of service or more
2 % of base pay	5% of base pay	7% of base pay

For purposes of computing longevity premium pay, the employee's period of service will commence on his date of hire. All payments made hereunder shall be made in the month of November in one lump sum based on the period of service and the percentage of premium allowed hereunder, less all necessary and required deductions.