

6/30/90

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

DISPATCHERS

July 1, 1987 to June 30, 1990

Bloomfield Hills, City of

**Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY**

PREAMBLE

This Agreement entered into this ____ day of November, 1988, between the City of Bloomfield Hills, a Michigan Municipal Corporation, hereinafter referred to as the Employer, and the Labor Council Michigan Fraternal Order of Police, hereinafter referred to as the Union.

WHEREAS, the parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to its public, and

WHEREAS, the Employer and the Union have bargained collectively in accordance with Michigan Public Act 379, MPA of 1965, as amended, and have reached certain agreements with respect to wages, hours and other terms and conditions of employment for the employees covered by this Agreement; and

WHEREAS, the Employer and the Union now desire to execute a written agreement which incorporates those understandings and agreements;

NOW, THEREFORE, the parties hereto mutually agree as follows:

ARTICLE I

DEFINITIONS

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

- A. "Employer" means the City of Bloomfield Hills, a Michigan Municipal Corporation;
- B. "Union" means Labor Council Michigan Fraternal Order of Police;
- C. "Employee" means an individual covered by Section 2;
- D. "Unit" or "Bargaining Unit" means the employees, collectively, covered by Section 2;

E. "Work day" means Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

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. "Communication Specialist - Clerk" means an individual assigned the work of a Communications Specialist and other assignments relating to drivers license testing, and other public services normally administered by the City between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday.

I. "Communications Specialist" means an individual employed for the purpose of receiving, returning and dispatching radio and telephonic communication between members of the public and the Public Safety Department and such other services related thereto as determined by the Employer from time to time;

J. "A Full-time Employee" is an employee regularly scheduled to work forty (40) hours per week.

K. "A Regular Part-time Employee" is an employee regularly scheduled to work not less than fifteen (15) nor more than thirty (30) hours per week.

L. The masculine, feminine and neuter import one another.

ARTICLE II

RECOGNITION

Section 2. Employees Covered: Employer hereby recognizes the Union as the exclusive bargaining representative, as defined in Section 11 of Act 379 of the Public Acts of 1965, for the duration of this Agreement, for all full-time and

regular part-time Public Safety Department Dispatchers (now titled Communication Specialist or Communication Specialist - Clerk) as certified by the Michigan Employment Relations Commission on January 8, 1979.

Section 3. Persons Not Covered: This Agreement does not apply to any person employed by the Employer as a Supervisor, casual employee, public safety officer or any other employee not specifically covered by Section 2 of this Agreement.

Section 4. Recognition: The Employer recognizes the Union as the exclusive bargaining representative of the unit described in Section 2 and thus of every employee covered by this Agreement. However, any individual employee or group of employees has the right to present a grievance to the Employer and have it adjusted without the Union's intervention, so long as the adjustment is not inconsistent with this Agreement and the Union has been advised of the opportunity to be present at such adjustment. Further, in the event the Union does not intervene in the grievance, any settlement reached will not be precedent setting.

ARTICLE III

UNION STATUS

Section 5. Union Membership: Each Employee will within thirty (30) days after his employment, or the effective date of this Agreement, which ever is later, become and remain a member of the Union to the extent of tendering to the Union the initiation fee and 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 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 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.

Section 6. Dues Check-Off: During the life of this Agreement and in accordance with the terms of the form of authorization of payroll deduction for dues or service charges, as attached hereto and by this specific reference made a part hereof, as Appendix A-3, the Employer agrees to deduct union membership dues, initiation fees, or service charges levied in accordance with the Constitution and By-laws of the Union, from the pay of each Employee who executes or has executed such authorization form. Such authorization or check-off of dues or service charges shall be effective at the time the authorization is signed by the Employee.

Section 7. Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Union with:

(a) a list of those for whom union membership dues have been deducted;

and

(b) a list of those for whom service charges have been deducted.

The list required by paragraphs (a) and (b) above shall be submitted to the Union within ten (10) days of the payday that the dues or charges were deducted.

Section 8. Union Business - Steward: The Employer recognizes the right of the Union to designate one (1) steward and one (1) alternate steward, each of whom must be an employee. The Union will notify the Employer of each such

steward's or alternate steward's appointment or election and the steward or alternate steward will represent the Union and the individual employees pursuant to the terms of this Agreement. The alternate steward may exercise rights as a steward only in the event the steward is absent from work. The steward, or in the proper case, the alternate steward, shall be permitted reasonable time off during his regular working hours to process and present contract grievances pursuant to the provisions of Article IX. No time shall be taken for such activities unless prior permission shall have been received from the employee's supervisor. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused, nor shall the Employer unreasonably withhold permission for the participation in the grievance process.

Section 9. Bargaining Team: The Union shall advise the City in writing of the members of its bargaining team and when bargaining occurs during the regular workshift of the members of the bargaining team, they shall be released for bargaining purposes without loss of pay. In no event will an Employer compensate any employee for bargaining which occurs outside his normal shift or at any premium compensation rate otherwise applicable.

Section 10. Union Leave Days: The Employer shall allow one (1) member of the Union to attend conferences and/or seminars or any beneficial group or association which is sanctioned by the Union, without loss in pay, for a period not to exceed two (2) days in any contract year. Further, the Employer shall allow one (1) member to take two (2) extra days for the aforementioned purposes, in any contract year as long as said days are charged against said member's personal days or annual leave days.

Section 11. Union Visitation: The Employer agrees that accredited representatives of the Union shall have reasonable access to the premises of the

Employer during regular business hours to conduct Union business. The Union shall be entitled to confer with the City Manager, or his designee, at a mutually convenient time and place.

Section 12. Union Bulletin Board: The Employer shall provide the Union with a bulletin board for posting of notices relating to official Union business. The bulletin board shall not be used by the Union or its members for disseminating political matters of any kind whatsoever.

ARTICLE IV EMPLOYEE STATUS

Section 13. Probationary Period: An employee will be on probation for a period of six (6) months following his initial employment by Employer or his employment after loss of seniority, as the case may be. During this time, he will be subject to termination at the Employer's sole discretion and will have no rights under Article IX with respect to such termination. When an Employee completes the probationary period, his name shall be entered upon the seniority list in the appropriate classification and he shall be given a seniority date six (6) months prior to the date he completed his probationary period. There shall be no seniority among probationary employees. The seniority employees who are promoted to another job classification shall not be deemed "probationary" under the terms of this paragraph.

Section 14. Discipline and Discharge: The Employer will discipline or discharge an Employee only for just cause. Except in the case of the discharge of a probationary employee, the Employer will state the reason for the discharge to the employee in writing and will send a copy of such statement to the Union.

Section 15. Seniority: Seniority means the length of continuous employment with the Employer in the bargaining unit covered by this Agreement from the employee's initial employment by the Employer or his re-employment in the bargaining unit, as the case may be.

Section 16. Seniority Acquisition: An Employee will acquire seniority after completing his probationary period and his seniority will then date from the start of that probationary period as provided in Section 13.

Section 17. Seniority Accrual: An employee whose employment has not been terminated by resignation, discharge or death, and whose seniority has not been lost under the terms of this Agreement, will accrue seniority in these cases:

(a) while actively at work;

(b) while on holiday or vacation;

(c) for that part of leave for any military service preceding any voluntary extension of such service so long as he complies with the conditions of such leave and has the statutory right to re-employment;

(d) for the duration of any absence for any illness or disability so long as he complies to the conditions of such leave.

Section 18. Seniority Retention: An employee whose employment has not been terminated by resignation, discharge or death, and his seniority has not been lost pursuant to the terms of this Agreement, will retain but not accrue seniority in these cases:

(a) on leave of absence other than one specified in Section 17 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; and

(c) up to two (2) years on layoff, or length of the employee's seniority, whichever is the lesser.

Section 19. Seniority Loss: An employee will lose seniority and all re-employment rights by:

(a) resignation;

(b) discharge, unless voluntarily remitted by the Employer or vacated by a valid arbitration award;

(c) twenty-four (24) months on continuous layoff, or the length of seniority, whichever is the lesser;

(d) absence from work without advance notice to the Employer or without a reasonable and valid excuse for a period in excess of three (3) days;

(e) failure to report on schedule following leave of absence, disciplinary suspension or return from layoff without providing a reasonable and valid excuse.

Section 20. Employee's Notification: It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The employee's address and telephone number as it appears on the Employer's records, shall be conclusive when used in connection with layoff, recall or other notices to employees. This information is for official use only by the Employer and will be kept confidential.

Section 21. Seniority Layoff and Recall: The Employer will lay off employees in inverse seniority order, subject to the ability of each senior to satisfactorily perform the remaining available work. The Employer will recall laid-off employees in seniority order, subject to the ability of the senior employee to do the work when available.

Notwithstanding the above, no full-time Communication Specialist shall be subjected to lay-off if any part-time Communication Specialist is scheduled to work.

In addition, so long as any part-time Communication Specialist is scheduled to work, four (4) full-time members of the bargaining unit will be maintained.

Section 22. Seniority Layoff and Recall Procedure: The Employer will recall an employee from layoff by notice forwarded by certified mail or personal delivery specifying a date and time not earlier than ten (10) working days from its mailing or delivery date for the employee to return to work. The employee will, by letter, mailed within five (5) working days from such notice's certification of delivery, notify the Employer that he accepts such recall. In the event the employee fails to so notify the Employer, his seniority rights will terminate and he will be deemed to have resigned. If an employee accepts recall, he must report for work at the date and time specified in the recall notice. If the employee does not so report, his seniority rights will terminate and he will be deemed to have resigned.

ARTICLE V

WORK TIME

Section 23. Normal Work Days: A normal work day for full-time employees will be eight (8) consecutive work hours, including a meal period of one hour, but no other break periods. Provided, however, third shift employees shall not have any lunch periods but will be provided a two (2%) percent shift differential in lieu of such lunch periods. Such employees, however, shall not leave the City limits and shall take a beeper or other device provided by the City and shall return to duty immediately if summoned to do so.

Section 24. Normal Work Week: A normal work week for full-time employees will be five (5) consecutive normal work days.

Section 25. Work Obligation - Employee: Unless the employee 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 additional overtime as the Employer may reasonably

require.

An employee may refuse an overtime work assignment provided:

- (i) another qualified employee is available and willing to undertake such assignment; and
- (ii) assignment of such work to such other employee will not require the Employer to pay a greater period of overtime or a higher rate or otherwise increase its payroll expense for such work.

The Employer agrees that to the extent that the dispatch function cannot be performed by the members of the bargaining unit during normal business hours, overtime shall be offered to the members of the bargaining unit prior to utilizing other City personnel to perform such function. Provided, however, the Employer need not offer overtime reasonably expected not to exceed two (2) hours duration if an offer of overtime to a bargaining unit member would cause implementation of the call back procedure set forth in paragraph 34 of the Collective Bargaining Agreement. In addition, the Employer need not provide a right of first refusal to overtime to members the bargaining unit when, or to the extent that, the overtime assignment would cause the dispatcher to work in excess of twelve (12) hours unless such employee was scheduled for an off day on the day immediately following such overtime assignment. The Employer also need not provide a right of first refusal to overtime in circumstances beyond its control whereby the situation requires immediate assignment to the dispatch function and no dispatcher is immediately available for such assignment.

The employer will make every reasonable attempt to equalize the overtime provided to members of the bargaining unit subject to offering such overtime first to full-time employees on scheduled day off, second to full-time persons not on duty and finally to any other full-time member of the bargaining unit. In the event mandatory overtime is required, such overtime will be assigned to the person with the lowest number of hours on the equalization schedule. Refused overtime shall, for purposes of equalization, be deemed as provided.

Section 26. Work Obligation - Employer: Employer has no obligation to provide any particular number of work weeks for an employee in any year, but, except in an emergency or circumstance beyond its control, will provide a full-time employee with no less than one (1) full shift of work at any time he is called to work a shift and will make a reasonable effort to distribute overtime work equally on an annual basis among all employees. Further, the Employer will not use the assignment of overtime for disciplinary purposes.

Section 27. Exchange of Work: Employees may exchange work days provided:

(a) another qualified employee is available and willing to undertake the normal work assignment of the employee wishing to exchange time; and

(b) the assignment of such work to such other employee will not require the Employer to increase his payroll expense for such work.

Section 28. Work Schedule: The Employer will post a schedule of any employee's work assignment five (5) days in advance of its start but may change his assignment without advance notice:

(a) in an emergency or circumstances beyond Employer's control; and

(b) when accommodating the particular employee involved.

ARTICLE VI

MONETARY BENEFITS

Section 29. Pay Basis: Except as otherwise expressly stated in this Agreement, an employee will be paid only for the time actually worked.

Section 30. Regular Hourly Rate: A full-time employee's regular hourly compensation rate shall be determined by dividing his annual compensation by fifty-two (52) and dividing the result by forty (40). This rate will apply to all work time constituting an employee's normal work day or normal work week. A full-time employee's annual compensation rate for his classification will be as set forth in Appendix A-1. A regular part-time employee's compensation rate shall be as set forth in Appendix A-III and shall be specified in dollars and cents per hour.

Section 31. Premium Compensation Rate - Overtime Work: A full-time employee's compensation rate for work required by the Employer exceeding his normal work day or work week will be one and one-half (1-1/2) times his regular compensation rate with the following exceptions:

(a) shift change adjustment;

(b) employees ordered to return to duty from approved leave due to an emergency condition.

Section 32. Computation of Overtime: All paid overtime shall be paid in one-quarter (1/4) hour segments rounded off to the nearest one-quarter (1/4) of an hour; provided, however, that no compensation shall be paid for the first one-quarter (1/4) of the overtime worked after a normal eight (8) hour shift unless the time worked exceeds fifteen (15) minutes. In no case shall overtime be paid unless it is authorized in advance by the Employer.

Section 33. Departmental Training: When required to attend training classes the City shall have the option of compensating an employee for each hour

spent in such classes or to give compensatory time off immediately prior to or immediately upon return from such training schools.

Section 34. Return from Leave: Except as provided in Paragraph 30 above, employees on authorized paid leave who are called to return to work shall be compensated at the premium compensation rate for all hours worked prior to the time that they were normally scheduled to return from such leave, provided, however, that in no circumstance shall the premium rate apply for longer than one (1) eight (8) hour shift. Employees shall also receive credit for all time worked during their leave on future vacation time.

Section 35. Minimum Guarantee Call-Back Time: An employee who is called back to work after the completion of his assigned shift, or who is called into work on a regularly scheduled day off, will be guaranteed a minimum of two (2) hours at the premium compensation rate set forth in Paragraph 30 above. 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 two (2) hours of guaranteed time.

Section 36. Minimum Guarantee Court Appearances: An off-duty employee who is required to appear in court as a part of his employment with the Employer will be guaranteed a minimum of two (2) hours pay at the premium compensation rate stated in Paragraph 30 above. The employee shall be prohibited from receiving compensation for appearance in any court from more than one (1) source and any compensation or reimbursement from other sources paid to the employee for such appearance shall be turned over to the Employer or credited to the Employer's obligations hereunder.

Section 37. Employee Training and Development Tuition Payment: The Employer will reimburse an employee for tuition expenses he incurs for continuing his education in areas the Employer deems relevant to its operation under the following circumstances:

(a) the employee received advanced 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 of 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 that employee's final pay.

Section 38. Compensation Computation: Neither compensation nor compensation rates will be pyramided or compounded in computing compensation payable under this Agreement. If more than one (1) type of compensation or compensation rate would otherwise apply to this same work, only the higher rate will apply.

ARTICLE VII

MONETARY BENEFITS PAY FOR TIME NOT WORKED

Section 39. 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 Section 40.

Section 40. Annual Leave Entitlement: A full-time employee will accrue annual leave entitlement for work in the bargaining unit according to his seniority as follows:

As of March 31st 0 to 1 year (prorated to March 31) 20 normal work days

As of March 31st 1 to 4 years (prorated to March 31) 20 normal work days

As of March 31st 5 to 14 years (prorated to March 31) 25 normal work days

As of March 31st 15 years and above (prorated to March 31) 30 normal work days

Each day of annual leave entitlement will entitle an employee to one (1) normal work day 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 Section 41 and may not carry any leave entitlement into the next year. Probationary employees may consume accrued leave pursuant to the provisions of Section 41, 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 regular hourly compensation rate as of the date of termination.

Section 41. Annual Leave: Consumption: All annual leave entitlement due an employee pursuant to Section 40 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 Section 40, falls during the twelve (12) month period following March 31, the annual leave entitlement computed hereunder shall include the incremental increases due him on said seniority anniversary. All annual leave entitlement determined and computed hereunder shall be consumed by taking one (1) 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.

Section 42. Annual Leave: Scheduling: All annual leave entitlement held by an employee shall be consumed during two (2) 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 (2) 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 at least thirty (30) days prior to the requested leave period. The Employer will then assign leave time on the basis of its operating requirements, giving due consideration to the employee's seniority, as well as the employee's time preference. No more than one (1) employee will be scheduled to be off on the same day. 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 the event the Employer is not able to reschedule an employee's leave, following such 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 regular hourly compensation rate at the time of payment, for each day of unconsumed leave. No unconsumed leave may be carried over to any future leave period except under special circumstances approved in advance by the Employer. 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.

An employee may consume leave entitlement in eight (8) hour increments where the Employer's operational requirements will permit such scheduling if the leave time is requested as heretofore specified. No employee shall be entitled to consume more than twenty-four (24) hours of leave entitlement in eight (8) hour increments during any leave year, April 1 through March 31.

Section 43. 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 Section 40, he shall be entitled to receive in pay only that 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 Section, his final pay shall be reduced to reimburse the Employer for his excess consumption.

Section 44. Funeral and Personal Leave: A full-time employee shall be 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 immediate family, he shall be entitled to a maximum of three (3) paid normal work days off for funeral leave to attend the funeral and the handling of related family business. For the purposes of this Paragraph, immediate family shall be defined to include parents, parents of current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents, grandchildren, step-children of the current spouse or other relatives living in the employee's home. If the employee's spouse or child dies, the leave herein provided shall be extended to five (5) paid normal work days off.

(b) Personal Leave: For personal business other than that covered in Paragraph (a) above, the employee shall be entitled to an additional twenty-four hours leave, with pay, during each contract year. All such personal leave must be authorized in advance by the Employer and may be consumed in one (1) consecutive time period. Any personal leave not consumed by the employee during the contract year shall be waived by the employee, unless the Employer by its refusal to schedule such leave or provide alternate time off prevents the employee from taking such leave during the year. In such case such unscheduled leave shall be paid at straight time rates. 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 this Agreement.

Section 45. Work-Related Disability: Every full-time employee who is unable to work as a result of any 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 of disability an employee who is entitled to worker's disability benefits under the laws of the State of Michigan, will be paid directly by the Employer's worker's disability benefits insurance carrier. The Employer will pay an employee who receives worker's disability benefits, the difference between the worker's disability benefits he receives and his weekly wage for a period during which he received such benefits up to a maximum period of six (6) months. Following the termination of an employee's compensation payments, or the said six (6) month period, whichever shall first occur, the Employer's payments to the employee shall cease.

Section 46. Medical Leave - Accrual: A full-time employee who is unable to work because of personal sickness or injury and who is not eligible under Michigan law to receive worker's disability benefits for such sickness or injury may consume his accrued medical leave. A full-time employee will accrue medical leave entitlement at the rate of one (1) normal work day per month up to a maximum of one hundred twenty (120) days.

Section 47. Medical Leave Eligibility: In order to be eligible for the consumption of medical leave accumulation provided for in Paragraph 45, an employee must promptly report his illness or injury to the Employer. If an 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) A statement by a duly licensed physician; or

(b) Other evidence of such illness or injury which is satisfactory to the Employer.

Section 48. Medical Leave Consumption: An employee granted medical leave hereunder shall be entitled to one (1) 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. Medical leave shall not be considered a privilege which an employee may use at his or her discretion but shall be allowed only in case of necessity and actual illness or disability of the employee. In no event may any sick leave be taken before it is accrued pursuant to the terms of Section 46.

Section 49. Group Life Insurance: The Employer agrees to provide a group life insurance policy covering all full-time members of the bargaining unit bearing death benefit of Twenty Thousand and 00/100 (\$20,000.00) Dollars.

Section 50. Insurance - Health and Dental: The Employer will continue its present coverage of all full-time employees under Blue Cross and Blue Shield policy 11548-000, for the term of this Agreement, subject to the terms and conditions of said policy as they apply to "Dispatchers." In lieu of the benefits provided by the current Blue Cross and Blue Shield policy, the Employer will contribute a sum equal to that provided for payment of said Blue Cross and Blue Shield to any qualified and available HMO upon written notice from the employee of his or her desire to participate in said Health Maintenance Program.

The Employer will continue its present coverage of all full-time employees under Delta Dental Policy 1707-0005 for the term of this Agreement as such coverage is currently provided to "Dispatchers."

Section 51. Insurance - Liability: The Employer shall provide at its expense liability insurance covering members of the bargaining unit indemnifying

them from any personal loss, whether for defense or payment of judgment, which result from the acts or actions of the employee while in the course of his employment and while acting in the scope of his authority.

Section 52. Retirement Benefits: Employer will continue its present coverage of all full-time employees in the Michigan Municipal Employees Retirement System Plan for the term of this Agreement.

ARTICLE VIII

UNPAID TIME OFF

Section 53. Military Leave: An employee who has completed his probationary period will be granted leave of absence for military service in the United States Armed Forces or for active or reserve encampment or training duty in such forces, or any state militia, as required by applicable law.

ARTICLE IX

GRIEVANCE PROCEDURES

Section 54. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

Section 55. Employees who feel that they have been grieved or that discipline or treatment received is unjust shall have a right to grieve under the following procedures:

Step One: If an employee feels he has a grievance, he shall, within five (5) working days of the time the alleged violation occurred, present the grievance orally to his immediate supervisor or other designated supervisor as the case may be. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's

Union Representative or Steward may be in attendance if the employee so requests. The City Manager or his designee shall present his answer three (3) working days after the submission of the grievance. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

Step Two: If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a grievance form furnished by the Union and present the grievance to the City Manager or his designated representative for a written answer. The written grievance shall be filed within five (5) working days of the Step One answer. It shall name the employee(s) involved, will concisely state the facts upon which the grievance is based, shall specify each section of this Agreement alleged to be violated, shall state the contention of the employee and of the Union with respect to these provisions, shall specifically indicate the remedy requested, and shall be signed by the employee. The City Manager, or his designated representative, shall give the employee an answer in writing no later than five (5) working days after receipt of the written grievance.

Step Three: If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the receipt of the answer in Step Two, submit a written request to the City Manager for a meeting between the Union and the City Manager or his designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. The City Manager, or his designated representative, shall give the Union an answer in writing no later than five (5) working days after receipt of the written appeal. Additional time may be allowed by mutual

written agreement of the City and the Union and, in the event the City Manager is absent from work, time limits shall be extended until five (5) working days from the date of his return.

Step Four: If the grievance is not resolved at Step Three of the Grievance Procedure, and if the employee(s) and/or the Union have complied with all necessary procedures hereunder, the Union may submit the grievance to the American Arbitration Association with written notice delivered to the City Manager within ten (10) working days after receipt of the City Manager's answer in Step Three, or, the day such answer was due. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the employee, or employees involved, and the City.

Section 56. All grievances must be filed in writing within eight (8) days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the Grievance Procedure. Time limits may be extended by the City and the Union in writing; then the new date shall prevail.

Section 57. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the Arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an Arbitrator on which he has

no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

If the Arbitrator's decision is within the scope of his authority as set forth above, it shall be final and binding on the Union, its members, the employees or employees involved, and the City.

The fees and expenses of the Arbitrator shall be shared equally by the City and the Union. All other expenses shall be borne by the party incurring them.

Section 58. 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) interpret any policy, practice or rule, except as necessary in interpreting or applying this Agreement, (c) formulate or add any new policy or rule, (d) establish or change any wage or classification.

Section 59. At the time of the Arbitration Hearing, both the City and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the City or the Union, or the Arbitrator, a transcript of the hearing shall be made and furnished the Arbitrator with the City and the Union having an opportunity to purchase their own copy. At the close of the hearing, the Arbitrator shall afford the City and the Union a reasonable opportunity to furnish briefs. The Arbitrator will render his decision within thirty (30) days from the date the hearing is closed or the date the parties submit their briefs, whichever is later.

Section 60. Claims for Back Pay: All grievances must be filed in writing within eight (8) days from the time the alleged violation was to have occurred. The City shall not be required to pay back wages for more than eight (8) days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he may have received from any source during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Section 61. Workdays for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday.

Section 62. Any agreement reached between management and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

Section 63. A matter involving several employees and the same question may be submitted by the Union as a policy grievance and entered directly at the second step of the grievance procedure. Separate grievances, timely filed, under the grievance procedure, arising out of the same or similar set of facts or incident, shall be consolidated and handled as one grievance.

ARTICLE X

NO-STRIKE CLAUSE

Section 64. No-Strike. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in any strike, sit-down, stay-in, slow-down, work stoppage, curtailment or work, or interference with the operation of the Employer, including a labor dispute between the Employer and any other labor organization.

Section 65. In Event of Prohibited Conduct: In the event of the occurrence of conduct prohibited by Section 64 above, the union shall immediately instruct the employees involved in writing, with a copy to the City, that their

conduct is in violation of the contract and/or law and that they may be disciplined and/or discharged and further shall instruct all employees to immediately cease the offending conduct. The Union further agrees that the Employer shall have the right to discipline or discharge any or all employees who violate the provisions of Section 64 above.

Section 66. Injunction: In the event of a violation of any of the provisions of this Article by the Union or any employee, the Employer shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

ARTICLE XI

MANAGEMENT'S RIGHTS

Section 67. General Rights: The Employer has the legal responsibility and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States of America. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer except as modified by the terms of this Agreement. These rights and powers shall include, but not be limited to, the right to:

- (a) manage its business and affairs including the determination of the quantity and quality of the services to be rendered to the public;
- (b) the control of equipment to be used;
- (c) the introduction of new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;

(d) direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;

(e) determine the number, location and type of facilities and installations to be used in its work;

(f) determine the size of the work force and increase or decrease its size;

(g) hire new employees, to assign and lay off employees;

(h) establish and change the methods and processes and procedures by which such work is to be performed; and

(i) discipline, suspend or discharge its employees for just cause.

Section 68. Employer Rules: As a part of its management's rights, the Employer has the right to make, post and enforce reasonable 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 and the Union. Nothing contained herein shall excuse an employee from obeying a lawful order whether said order is based upon a rule or regulation which violates the terms and conditions of this Agreement or otherwise. However, employees may, grieve orders which violate the terms and conditions of this Agreement.

ARTICLE XII

MISCELLANEOUS

Section 69. 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 Section 80, any proposal for the amendment or supplement of this Agreement. The party requesting the meeting will notify the other part by advance writing of each subject it proposes to discuss

Section 70. Merger of Employer and/or Any Department of The Employer:

In the event that the Employer, City of Bloomfield Hills, is formally merged with any other governmental unit or the Public Safety Department is merged with any other public safety department or agency, the City will take reasonable steps to assure that the employment of all bargaining unit employees is continued in a position substantially similar to that held with the Employer.

Section 71. Departmental Investigation: The Employer agrees it will take all reasonable steps to protect an employee's procedural and substantive rights at any time it is engaged in the investigation of possible misconduct by that employee. Further, whenever an employee is under investigation or subjected to interrogation by members of the Employer's Public Safety Department on any matter which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted in accordance with all applicable laws and regulations and the employee shall be advised of rights to Union Representation.

Section 72. Separation Payments: Any employee who gives two (2) weeks advance notice of leaving the employment of the City, by retirement or otherwise, shall be entitled to be paid for unused annual leave or other benefits that the employee has accrued but are unused at the time of leaving the employment of the Employer. The maximum sick leave pay-out which will be paid pursuant to Section 46 shall be one-half (1/2) of the accrued sick leave of the terminating employee with a maximum pay-out limit of sixty (60) days.

Section 73. 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. The uniform allotment shall consist of three (3) pair of slacks and/or three (3) skirts, four (4) blouses and one (1) pair of shoes.

Section 74. Uniform Allowance: The Employer shall pay each employee a uniform allowance of Two Hundred Fifty and 00/100 (\$250.00) Dollars per year, for the maintenance, repair and replacement of his uniform clothing and equipment required pursuant to Section 73 above. Effective July 1, 1988 such allowance shall be increased to Three Hundred Twenty-Five and 00/100 (\$325.00) Dollars per year. Effective July 1, 1989 such allowance shall be increased to Four Hundred Five and 00/100 (\$405.00) Dollars per year. 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.

Section 75. Personal Property Replacement: 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, normal wear and tear expected. This policy extends only to normal personal property necessary for the reasonable carrying out of the duties of the employee and shall not cover expensive jewelry, watches or other expensive items of non-uniform wearing apparel.

Section 76. Equipment Maintenance: The 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. Whenever safety devices are provided, employees must use said safety devices.

Section 77. 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 (1) day's advance notice of his desire to see such file. The Employer will provide the employee with a copy of all materials 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 improperly placed in the file as evidence to support the discipline or discharge of the employee.

Section 78. Waiver: The Employer, Union and any affected employee may, by mutual agreement of all parties, waive any provision of this Agreement as to such employee.

Section 79. Retaliation for Exercising Rights: No employee shall be discharged, disciplined, transferred or threatened with any discharge, discipline or transfer, by reason of his exercise of any right granted to him by this Agreement or the laws of the State of Michigan or of the United States of America.

Section 80. Amendment: In reaching this Agreement the 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 desired, but the other party will not be obligated to discuss or agree to such proposed amendment or supplement.

Section 81. Effective Date and Duration: This Agreement will be effective from 12:01 A.M. the first day of July, 1987, to 12:01 P.M. (prevailing Bloomfield

Hills time) the first day of July, 1990, and from year to year thereafter unless terminated as provided in Section 82.

Section 82. Termination: This Agreement may be terminated effective 12:01 A.M. (prevailing Bloomfield Hills time) the 1st day of July, 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 Agreement of their intention to amend, modify or terminate this Agreement. Notice of intention to amend or modify this Agreement shall constitute a Notice of Intention to Terminate the Agreement.

Section 83. New Agreement Negotiation: If either party terminates this Agreement pursuant to the terms of Section 82 above, 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 in Section 82.

IN WITNESS WHEREOF, the parties hereto have subscribed their hands and seals this ____ day of _____, 1988.

CITY OF BLOOMFIELD HILLS,
MICHIGAN MUNICIPAL CORPORATION

By: *John R. Crawford*

Its: *City Manager*

LABOR COUNCIL MICHIGAN FRATERNAL
ORDER OF POLICE

By: *Michael P. Jones*

Its: _____

APPENDIX A-1

A-1. Salaries: All full-time employees by this Agreement shall receive compensation for work performed hereunder according to the following schedule:

July 1, 1987 - June 30, 1988

<u>Communication Specialists</u>	<u>Seniority</u>	<u>Pay-Scale</u>
	Starting Pay	\$16,583.00
	6 months	17,183.00
	1 year	17,785.00
	2 years	18,986.00

<u>Communication Specialists - Clerk</u>	<u>Seniority</u>	<u>Pay-Scale</u>
	Starting Pay	\$17,484.00
	6 months	18,084.00
	1 year	18,686.00
	2 years	19,888.00

July 1, 1988 - June 30, 1989

<u>Communication Specialists</u>	<u>Seniority</u>	<u>Pay-Scale</u>
	Starting Pay	\$17,246.00
	6 months	17,871.00
	1 year	18,496.00
	2 years	19,746.00

<u>Communication Specialists - Clerk</u>	<u>Seniority</u>	<u>Pay-Scale</u>
	Starting Pay	\$18,183.00
	6 months	18,808.00
	1 year	19,433.00
	2 years	20,684.00

July 1, 1989 - June 30, 1990

**Communication
Specialists**

Seniority

Pay-Scale

Starting Pay	\$17,936.00
6 months	18,585.00
1 year	19,236.00
2 years	20,535.00

**Communication
Specialists - Clerk**

Seniority

Pay-Scale

Starting Pay	\$18,910.00
6 months	19,560.00
1 year	20,211.00
2 years	21,511.00

APPENDIX A - 2

A-2 Longevity Premium: All full-time 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:

<u>5 years of service but less than 10</u>	<u>10 years of service but less than 15</u>	<u>15 years of service or more</u>
2% of base pay	4% of base pay	6% 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.

APPENDIX III

PART-TIME RATES AND BENEFITS

Regular part-time employees will receive the following wages:

(a) **Wage Scale.** All regular part-time employees shall receive an hourly wage rate as follows for the life of this Agreement.

Start rate	\$7.00
6 months	7.25
1 year	7.75
2 years	8.25

Each regular part-time employee shall receive twenty (20) hours vacation pay, eight (8) hours paid personal leave, health insurance for the employee only (if not otherwise provided by another employer), and one half (1/2) of the uniform allowance provided to full-time employees. In addition, such employee shall receive the identical liability and indemnity protection provided to full-time employees pursuant to paragraph 50 of the Agreement and four (4) hours per month medical leave accrual with maximum accrual of four hundred eighty (480) hours. Such part-time employees shall receive no other benefits pursuant to the terms of this Agreement.

