

LABOR AGREEMENT  
BETWEEN  
THE CITY OF SOUTHFIELD  
AND  
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN  
(PUBLIC SAFETY TECHNICIANS)

Effective July 1, 2003 to June 30, 2005

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THIS AGREEMENT is entered into this 26<sup>th</sup> day of July, 2004, by and between the City of Southfield, Michigan, a municipal Corporation, hereinafter referred to as the "City", and the Police Officers Association of Michigan (POAM) a Michigan non-profit corporation, hereinafter referred to as the "Union".

ARTICLE I  
RECOGNITION AND BARGAINING UNIT

1.1: Pursuant to the authority of Act 336 of the Public Acts of 1947, as amended, including Act 379 of the Public Acts of 1965, the City hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other conditions of employment for full-time public safety dispatchers and public safety technicians of the City of Southfield excluding supervisors and all others.

1.2: Employees employed in the bargaining unit on 6/30/00 and who successfully complete or have successfully completed probation in dispatch, continue with department directed training in dispatch and are available to work in dispatch when needed shall continue to be classified as public safety dispatchers even if they are working in a public safety technician position.

ARTICLE II  
PURPOSE AND INTENT

2.1: It is the purpose and intent of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic agreement between the parties concerning wages, hours, and other conditions of employment.

ARTICLE III  
UNION SECURITY

3.1: It shall be a condition of continued employment that all employees covered by this Agreement shall either maintain membership in the Union by paying uniform dues or a collective bargaining service fee equivalent to the uniform dues for the cost of negotiating and administering this Agreement.

3.2: Any employee, excluding probationary employees, who has failed to either maintain membership or pay the required bargaining service fee shall not be retained by the City; provided, however, that no employee shall be terminated under this Article unless:

- A. The Union has notified the employee by certified letter addressed to his address last known to the Union, with a copy to the City, indicating that the employee is delinquent in payment, specifying the current amount of delinquency and warning the employee that unless such amount is tendered within ten (10) calendar days the employee will be reported to the City for termination from employment as provided for herein, and,
- B. The Union shall furnish the City with written proof that the foregoing procedure has been followed and shall supply the City with a copy of the notice to the employee. The Union must further provide the City with written demand that the employee be discharged in accordance with this Article and provide to the City, in affidavit form signed by the Union Treasurer, certification that the amount of delinquency does not exceed the uniform dues or collective bargaining service fee for the cost of administering and negotiating this Agreement.

3.3: The Employer agrees to deduct from the pay of each employee from whom it receives an authorization to do so and who is covered by this Agreement, the amount specified upon the authorization form. Each employee utilizing the City's payroll deduction to pay for the remittance of sums to the Union shall provide the City with an authorization in the form as follows:

Authorization for Payroll Deduction

By \_\_\_\_\_  
(Last Name) (First Name) (Middle Name)

To \_\_\_\_\_

I hereby request and authorized you to deduct from my earnings each month an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

3.4: Changes in the regular amount of monthly dues may be made no more than once in a twelve (12) month period. Such change shall require signed, written authorization from the President and Secretary/Treasurer of the Union.

3.5: Union dues will be deducted by the City the first pay of each month during the term of this Agreement. Such sums deducted from an employee's pay shall be forwarded to the Secretary/ Treasurer of the POAM at 27056 Joy Road, Redford, MI 48239-1949.

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

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

ARTICLE IV  
REPRESENTATION

4.1: Bargaining Committee. The Bargaining Committee shall be composed of not more than two employee members and not more than one non-employee representative. The function of the Bargaining Committee shall be to negotiate new or modified agreements with the City. When submitting its contract proposals to the City the Union shall at the same time inform the City, in writing, of the names of all persons who are members of the Bargaining Committee. A Bargaining Committee member assigned to the afternoon shift for the day of bargaining may change that shift to the day shift for the day of bargaining. A Bargaining Committee member assigned to the midnight shift ending the day of bargaining may change that shift to the day shift for the day of bargaining. Union time may be used by members of the bargaining team on the day of bargaining.

4.2: Grievance Committee. Two employee members shall be designated by the Union to act as a Grievance Committee. The Grievance Committee shall represent employees for the purpose of processing grievances as provided in the grievance procedure as established by this Agreement. Members of the Grievance Committee shall be permitted to investigate and process grievances on their shift without loss of normal duty compensation, after receiving approval from their supervisor on duty, which approval shall not be withheld except for reasonable cause. A record of time spent shall be initialed by the employee and retained by the City. Time spent processing grievances shall not be abused.

4.3: Stewards. The Union shall furnish the names of its authorized stewards to the City, in writing, or they will not be recognized.

4.4: Union Time Off. Two (2) representatives of the Union shall be permitted to attend the POAM Annual Convention, of 2 days' duration, without loss of pay or benefits. The Union shall furnish to the Employer names of its delegates in advance of the convention.

4.5: The City will give one and one-half hours per week compensatory time to the Union to be used by the President, Vice President or board member subject to the following:

- A. Compensatory time remains with the office.
- B. All hours are terminated with the election of a new President or Vice President.
- C. Prior approval for use of compensatory time shall be obtained twenty-four (24) hours in advance from the Department Head.

ARTICLE V  
PLEDGE AGAINST DISCRIMINATION AND COERCION

5.1: The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin, religion, political affiliation or marital status.

5.2: All references to employees in this Agreement designate both sexes, and wherever male gender is used it shall be construed to include male and female employees.

5.3: The City agrees not to interfere with the rights of employees becoming members of the Union, and there shall be no discrimination, restraint or coercion against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

5.4: The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, restraint or coercion.

ARTICLE VI  
MANAGEMENT RESPONSIBILITY

6.1: It is recognized that the government and management of the City, the control of its properties, and the maintenance or order and efficiency are reserved to the City and that all lawful prerogatives of the City shall remain and be solely the City's right and responsibility. Such rights and responsibilities belonging solely to the City are hereby recognized, prominent among which but by no means wholly inclusive are, all rights involving public policy, the right to decide the number and location of facilities, stations, etc., functions to be performed, maintenance and repair, amount of supervision necessary, machinery and equipment, methods, schedule of work, together with the selection, procurement, design, engineering, and the control of equipment and materials, and the right to purchase the service of others, by contract or otherwise, to enter mutual aid pacts with other communities, and expressly reserves the right to the City to establish and maintain rules and regulations governing its operations and employees. It is further recognized that the responsibility of the City for the management of the City, for the selection and direction of the working forces, including the right to hire, suspend or discharge for just cause, assign, promote or transfer, to determine the amount of overtime to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, is vested exclusively in the City, except as may be otherwise expressly provided in this Agreement. During the term of the contract the City will not transfer work out of the bargaining unit if it would result in the layoff of bargaining unit members.

ARTICLE VII  
AMERICANS WITH DISABILITIES ACT

7.1: In the administration of this Agreement, the City and the Union will provide reasonable accommodations to qualified employees with a disability. The need for and extent of such accommodations shall be determined by the City in accordance with its interpretation of the requirements of law, even if such accommodations may be in conflict with another provision of this Agreement. Prior to making an accommodation that would conflict with the provisions of this Agreement, the City will notify the Union of such accommodation and discuss it with the Union upon request. If the Union does not agree to the accommodation the matter shall be submitted to expedited arbitration as agreed upon by the City and the Union or to the American Arbitration Association for expedited arbitration. However, a ruling by a court shall have precedence over the contract or an arbitrator's decision interpreting the contract.

#### ARTICLE VIII NO STRIKE OR LOCK-OUT

8.1: The Union and the employees recognize that strikes (as defined by Section 1 of PA 336 of 1947, as amended, of Michigan Public Employment Relations Act) are contrary to law and public policy. The City and the Union subscribe to the principle that differences should be resolved by good faith bargaining in keeping with the highest standards of municipal government without interruption of essential governmental services. Accordingly, the Union and employees agree that during the terms of this Agreement they shall not direct, instigate, participate in, encourage or support any strike, sit-down, stay-in, slowdown in any department of the City or any other unlawful activity interfering with the operation of government.

8.2: In the event of a work stoppage, or other curtailment of, or interference with operations, the City shall not negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until the Union has made an earnest effort as set forth in Section 8.3 below.

8.3: In the event of work stoppage, or other curtailment the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge for such conduct, and instruct all such persons to immediately cease the offending conduct.

8.4: No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

#### ARTICLE IX DISCIPLINE, SUSPENSION AND DISCHARGE

9.1: Discipline. Disciplinary action or measures shall include only the following, although not necessarily in order:

- Oral Reprimand
- Written Reprimand
- Suspension (notice to be given in writing)

## Discharge

9.2: Disciplinary action may be imposed upon an employee for failure to fulfill his responsibilities as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance through the grievance procedure.

9.3: If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

9.4: Record of Discipline. No record of discipline shall be retained in any employee's personnel file for a period longer than one (1) year from the date of the discipline, except that a suspension of three (3) days or more shall be retained for three (3) years. Notwithstanding the foregoing, it is understood that a disciplinary record may be retained during the period of any appeal until the final disposition thereof.

9.5: Discharge. The Employer shall not discharge or suspend any employee without just cause. If, in any case, the Employer feels there is cause for discharge, the employee involved may be first suspended. The employee and the President of the Local Union will be notified in writing that the employee has been suspended and is subject to discharge.

9.6: The Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union.

9.7: Any employee found to be unjustly suspended or discharged may be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

9.8: Employees shall have the right to union representation during interviews with supervisors which will or are likely to result in discipline.

## ARTICLE X GRIEVANCE AND ARBITRATION PROCEDURES

10.1: Definition. A grievance is a dispute between the City and the Union as to the interpretation of the provisions of this Agreement.

10.2: Defenses to grievance procedure by City. The following items shall be defenses to the grievance procedure and may be interposed by the City:

- A. Collective items which would normally be considered as a matter for the collective bargaining process. The intent of this provision is to prevent and stop those items which have been negotiated out, or set forth herewith, from being collaterally attacked either by way of the grievance procedure or otherwise.

- B. Multiple grievances submitted at a single time or step. The intent of this provision is to prevent more than one grievance being submitted to the same arbitrator at the same time unless mutually agreed upon by the parties. A class grievance (not excluded herein) is a grievance involving more than one member where the facts involved are identical to all those affected and one in which only one member shall act as grievant for all concerned.
- C. Incident or other alleged infraction occurring prior to the date of adoption of this Agreement.
- D. Grievance not meeting time limits as set forth in the procedure below.

10.3: General Rules. The following general rules shall apply to the grievance procedure:

- A. If a grievance is not submitted within fifteen (15) calendar days of its occurrence, it shall be automatically closed and forever held for naught.
- B. Any grievance not submitted in one of the steps of the procedure to the next step within the time limit prescribed shall be considered closed.
- C. The time limits may be extended by mutual agreement in writing by the parties.
- D. All grievances shall be processed in the following manner:

Step One. (Verbal) - Any employee having a grievance shall first take up the matter with his/her immediate supervisor. The supervisor shall render a decision within seven (7) calendar days.

Step Two. (Written) - If the grievance is not resolved at Step One, the Union shall have ten (10) calendar days from the date the response was due to submit the grievance in writing to the Department Head or designee. The written grievance shall contain at least the following information:

1. Section(s) of the Agreement allegedly violated;
2. Name(s), time(s), date(s) and place(s) of alleged violation.
3. Action(s) that allegedly constitute violation(s) and party(ies) involved;
4. Remedy sought to correct alleged violation.

The Department Head shall hold a meeting with the Grievance Committee, which may include the aggrieved party, to discuss the grievance within ten (10) calendar days of the submission. The Department Head or

designee shall have seven (7) calendar days after the meeting in which to reply, in writing, to the Grievance Committee.

Step Three. (Written) If the grievance is not resolved at Step Two above, the President of the Union or designee shall have ten (10) calendar days from the date the response was due to submit the grievance in writing to the City Administrator or designee. The City Administrator or designee shall have seven (7) calendar days from the date of submission at Step Three to render a written decision.

Step Four. - If the grievance is not resolved at Step Three above, the Union shall have fifteen (15) calendar days from the date the response was due from Step Four to file with the Federal Mediation and Conciliation Service (FMCS).

1. The parties may mutually select an arbitrator within such period of time as may be mutually agreed upon in writing. If the Union files an application for arbitration with the FMCS, however, an arbitrator shall be selected in accordance with the following procedure:

Each party shall advise the FMCS of its order of preference by numbering each name on the panel and submitting numbered list in writing to the Office of Arbitration Services. The name on the panel that has the lowest accumulated numerical number will be appointed.

2. The power of the arbitrator stems from this agreement and his function is to interpret and apply this agreement and to pass upon alleged violations thereof. He shall not have the power to add to, subtract from or modify any of the terms of this Agreement, nor shall he have any power or authority to make any decision which shall require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon all parties.
3. Fee of Arbitrator. The fees and expenses of the arbitrator, including all filing fees, shall be borne fully by the losing party, as determined by the arbitrator. An employee involved in a grievance may attend the arbitration hearing without any loss in compensation for time spent during his or her normal tour of duty. If the grievance concerns more than one employee (class action), the Association may select only one employee to attend the hearing as grievant for all.

The City, in its sole discretion, may replace the grievant, and the pay, including any overtime or premium pay, shall be paid by the losing party, as determined by the arbitrator.

ARTICLE XI  
PROBATIONARY PERIOD

11.1: Each new employee shall serve a six (6) month probationary period from the date of hire. The purpose of this probationary period is to provide an accurate working test period to allow the City to properly evaluate the performance of an employee prior to confirmation as a regular employee. The City may extend the probationary period once for three or six months and may shorten the extension.

11.2: Probationary employees as defined herein shall not be eligible for membership in the Union.

11.3: An employee may be discharged from his employment by the City at any time during the probationary period. Discharges effective prior to the completion of the probationary period shall not be grievable through the grievance procedure provided in this contract.

11.4: Probationary employees shall accrue vacation leave and sick leave as provided in this Agreement but shall not be eligible to use such leave until after successful completion of the probationary period. If a probationary employee is not confirmed as a regular employee, he shall not be paid for vacation or sick leave accrued during the probationary period.

ARTICLE XII  
SENIORITY

12.1: Seniority Date.

- A. An employee's City seniority date shall be based on the length of continuous service after the date of regular appointment to a position in the City service, except that:
  - 1. Non-career or other types of employment with the City wherein benefits are not received shall not count toward seniority. Employee transferring from regular part-time employment shall receive credits toward seniority at a rate of fifty (50%) percent for the period of regular, part-time employment.
  - 2. Where two or more persons are appointed on the same date, relative seniority shall be determined by the relative standing on the employment list from which certified. However, in all cases of identical seniority date, persons entitled to preference under the Veteran's Preference Act shall be considered as having greater seniority than those without such preference. Any ties occurring beyond the above provisions shall be decided by lot.
- B. An employee's bargaining unit seniority shall be based on the length of continuous service after the employee's most recent starting date of employment within the bargaining unit described in Article I. Any ties shall be broken by method described in A (2) above.
- C. Anything to the contrary notwithstanding, the City seniority dates and bargaining unit seniority dates of employees hired prior to July 1, 1986, are listed in Appendix B, shall be designated as therein.
- D. Where the term seniority is used without qualification, both City and bargaining unit seniority are intended.

12.2: Seniority List.

- A. The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- B. The Employer will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies as required.
- C. Seniority lists shall be posted on bulletin boards described in Article XX, through the month of March each year. All employees, including those absent from work for any reason, shall be presumed to be knowledgeable of their content. If no

grievance(s) is filed by April 15th, (fifteen days after lists are removed) the seniority lists shall be deemed correct.

12.3: Effect of Leaves of Absence and Suspensions. Employees off duty for personal reasons, on leave of absence for more than ten (10) working days, or employees suspended for thirty (30) days or more for cause shall have such periods deducted from seniority.

12.4: Effect of Layoff. Time elapsed between periods of layoff and re-employment shall be deducted from seniority.

12.5: Leaves Not Breaking Seniority. The following shall not be considered as breaks in service:

- A. Military leave during the time of war as defined in the Veteran's Preference Act.
- B. Absence from work due to injuries compensated for under Workman's Compensation Act.
- C. Approved educational leave as specified in Section 37.4.

12.6: Loss of Seniority. An employee shall lose his seniority for the following reasons only:

- A. Quits or retires.
- B. If discharged for just cause.
- C. If he is absent for three (3) consecutive work days without notifying the City, unless lack of notice is a result of physical impossibility.
- D. If he is absent for three (3) consecutive work days without justifiable reason.
- E. Gives a false reason to obtain a leave, or if he fails to return to work upon termination of any leave of absence without a bona fide excuse, acceptable to the City.
- F. If he is laid off for a period equal to his seniority at the time of layoff.
- G. Separation upon settlement covering total disability.
- H. Leaves the bargaining unit as set forth in Section 12.8 below.

12.7: Terminations Breaking Seniority. Any termination of employment (either voluntary or involuntary) shall nullify employee's right to all accumulated seniority in the event of rehire except as specified in the Southfield Employee's Retirement System.

12.8: Bargaining unit members who voluntarily accept employment with the City of Southfield outside of the bargaining unit are eligible for return to the bargaining unit at a later date according to the following:

- A. Eligibility for return is limited to that period of time while the employee is on probation in their new position, provided that employment with the City is continuous and unbroken. In any event, eligibility for return ceases one (1) calendar year from the date of promotion or movement out of the bargaining unit.
- B. Eligibility for return also ceases:
  - 1. In the event of discharge, which is not reversed.
  - 2. In the event the employee requests and received an unpaid leave of absence while on probation in the new bargaining or employee unit.
- C. Bargaining unit members eligible for return to the bargaining unit will be returned to their former area of assignment (e.g., dispatch or property room, etc.), even though this might result in the reassignment of another bargaining unit member or the layoff of another bargaining unit member or both.
- D. City seniority shall continue during probation in the new position. Bargaining unit seniority shall not accrue while in the new position although employees will retain that bargaining unit seniority which they had acquired as of the date they left the bargaining unit.

ARTICLE XIII  
LAYOFF AND RECALL

13.1: Should the City determine to lay off an employee, it shall lay off the employee in the classification with the least amount of bargaining unit seniority. If the laid off employee is a public safety dispatcher, the employee may bump the public safety technician with the least bargaining unit seniority if the public safety dispatcher has more bargaining unit seniority. Employees shall be recalled in the inverse order of their layoff.

ARTICLE XIV  
SHIFT TRANSFERS

14.1: Shift Transfers Within Divisions. A transfer of shifts, if any, shall take place semi-annually on November 1st. and May 1st. An Employee desiring a transfer of shifts shall file a request thirty (30) calendar days prior to November 1st or May 1st. Employees with 42 or more months of bargaining unit seniority shall select shifts in order of their bargaining unit seniority. Employees with less than 42 months bargaining unit seniority on the November 1st or May 1st effective date of the shift assignment shall then be assigned shifts.

14.2: Shift Vacancies. All vacancies in shifts which may occur during the year shall be filled in the same manner as the semi-annual transfer of shifts. Employees who are on special assignment which involves a change in shift shall not be automatically entitled to return to their prior shift where the assignment has lasted twelve (12) months or longer.

ARTICLE XV  
VACANCIES

15.1: When a vacancy occurs which the City determines shall be filled it will be posted for the bargaining unit for seven calendar days. All employees who have completed their initial hiring probationary period and who meet the qualifications for the position may apply.

15.2: Whenever qualified applicants are not available within the bargaining unit, the City reserves the right to hire from outside the bargaining unit.

15.3: Vacancies for public safety dispatchers shall be filled according to the following procedure:

- A. Employees who have voluntarily transferred out of dispatch within three years of the date of the posting and whose evaluations for the three years prior to transferring were 42 or better, shall be selected for the opening based on seniority and before other applicants.
- B. Employees who do not meet the conditions of paragraph A above shall be selected based on qualifications and ability. The employer only shall determine the ability and qualifications of all employees.

15.4: The movement of a public safety dispatcher to a public safety technician position or the movement of a public safety technician to a different public safety technician position shall be considered a transfer. An employee requesting a transfer shall submit a request in writing to the affected department heads or designates when a vacancy is posted. The employee requesting the transfer will be evaluated by the respective department heads or designates. If the employee meets the requirements for the position and both department heads or designates agree, the transfer shall be effected.

15.5: Employees awarded a job bid for public safety dispatcher shall have a maximum of six months to qualify for the position. Employees awarded a job bid for a public safety technician position shall have a maximum of two months to qualify for the position. The City may disqualify the employee prior to the completion of the trial period where lack of ability is evident. Employees who fail to qualify shall be returned to their former position without loss of seniority.

15.6: All conditions affecting the filling of a vacancy in the position of public safety supervisor other than those expressly set forth below shall be determined by the City exclusively.

If the selection process is limited to members of the bargaining unit, the position requirements shall include two years Southfield public safety dispatch experience. If the selection process is open to persons outside the bargaining unit, the position requirements shall be the same for bargaining unit members and non-bargaining unit members.

For members of the bargaining unit, a maximum of two points may be added to the total examination score based on seniority. Seniority points shall be determined by subtracting five years from seniority years and adding 0.2 points per year of seniority. For example: 20 years - 2 points, 15 years - 2 points - 12 years - 1.4 points. Seniority years and points shall be calculated to four decimal places. Seniority shall be calculated through the date of the written examination.

For members of the bargaining unit, a maximum of two points may be added to the total examination score based on evaluations. The maximum points per evaluation shall be 50. The average of all evaluations for two years from the date of the written examination shall be determined. If the average is 40 or more, the average shall be multiplied by 0.04 to determine the number of evaluations points. For example: average 50-2 points, average 40 - 1.6 points, average 30 - 0.00 points. Evaluation averages and points shall be calculated to four decimal places.

#### ARTICLE XVI TRADING DAYS

16.1: Employees working in similar assignments shall be permitted to exchange scheduled working days and shifts; provided, however, that this shall be without any additional cost to the City and so long as no employee works more than twelve (12) hours in one day, and upon approval of their immediate supervisor. Requests to trade which are made at least twenty-four (24) hours in advance shall be granted by the supervisor unless one of the employees is required to be present on the day proposed to be traded.

#### ARTICLE XVII OVERTIME

17.1: Employees shall be paid at a time and one-half rate for all hours worked over 40 in one week and on a 6th consecutive working day and paid a double-time rate for all hours worked over forty in a week on a 7th working day. Employees shall also be paid at a time and one-half rate for hours over eight in one day.

17.2: Employees who work overtime shall be paid overtime in multiples of 1/10 of an hour for each six minutes worked.

17.3: Accrued time off allowed, or time granted for sick leave or vacation leave shall be counted as hours worked for purposes of overtime computation.

17.4: Employees required to standby during non-duty hours shall be paid 1.33 hours at the time and one-half rate (equal to 2 hours at the straight time rate).

17.5: Employees called in to work outside of their regular work hours shall receive a minimum of two hours pay at the overtime rate unless the call-in occurs within two hours of the start of their regular shift.

17.6: For each period of time for which an employee is entitled to pay by this Agreement, the employee shall be paid in accordance with that pay provision which entitles the employee to the greatest pay but the employee shall not be entitled to pay by any other pay provision. Time for which an employee is paid according to the preceding sentence at a premium or overtime rate shall not be counted to enable the employee to receive compensation according to any other pay provision.

17.7: The Employer shall make reasonable effort to divide the assignment of overtime equally. Employees shall not be worked on a seventh day in the work week unless no qualified employee is able to work for whom the day would not be a seventh day worked in the work week.

In the case of an emergency call back or other circumstance where a delay in staff reporting for duty would impair efficient operation, the time it would take an employee to report for duty may be considered in offering or requiring overtime.

ARTICLE XVIII  
LABOR-MANAGEMENT COMMITTEE

18.1: Special meetings of the Labor-Management Committee may be requested by either the Union or the Employer. Whenever possible, sufficient notice shall be given in order to minimize disruption of the normal work day. The Committee shall function with the goal of furthering and improving the relationship between the employees and the department and the city. A reasonable number of employees, not to exceed four (4), who shall be designated by the Local Union President, shall be permitted to attend such meetings without loss of pay or benefits. The persons representing the Union may vary from meeting to meeting depending on subject(s) to be discussed. A POAM representative shall be permitted to attend such meetings. Subjects for discussion may be, but shall not be limited to, alternate work week schedules, uniform design changes, training topics, career advancement, and promotional opportunities.

ARTICLE XIX  
EMPLOYEE SAFETY

19.1: In the performance of his job, the employee shall at all times use safety devices and protective equipment which may be furnished by the City and shall comply with safety regulations issued by the City. Failure to do so may be grounds for disciplinary action.

ARTICLE XX  
BULLETIN BOARDS

20.1: The City shall provide two (2) bulletin boards to be placed in locations of reasonable employee access upon which the union may post notices of general interest to the membership.

ARTICLE XXI  
HOLIDAYS

21.1: The following days shall be designated as holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Friday before Easter	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Years

21.2: All employees shall be paid at regular rate for fourteen (14) holidays per year. Payment for holidays shall be made in a lump sum annually in the first pay period in December, if

possible, of each year. Newly hired personnel shall be paid on the basis of date of hire and number of above holidays occurring after said date of hire.

21.3: An Employee who is scheduled to work and who does work any designated holiday as scheduled shall receive one half hour of compensatory time for each hour worked.

21.4: An employee who is not scheduled to work, and does work any designated holiday shall receive time and one-half for all hours worked plus an additional half (1/2) hour of compensation time for each hour worked. If the worked holiday is the seventh day worked in the week, the employee shall receive double time for all hours worked plus an additional one half hour of compensatory time for each hour worked.

21.5: Employees in five (5) day, forty (40) hour operations shall be afforded reasonable opportunities to work on holidays consistent with the practice established for police patrol officers at the time of execution of this contract.

21.6: Any employee who wishes to observe his/her own religious holiday other than the paid legal holidays designated in the official schedule of benefits, may do so under the following procedure:

The employee may choose to be docked for the time off in observance of the religious holiday or be compensated for same in the following manner: banked hours, if any have accumulated, may be used for payment. However, if the employee does not have banked hours accumulated, the employee may choose to be paid for the employee's religious holidays by electing not to be paid for an equal number of the officially designated paid legal holidays.

Personal Business Days (Section 31.1) may be used for time off for the observation of religious holidays in accordance with the provisions provided therein.

In any case, the employee must make selection known to the Department Head prior to taking the time off for observance of the employee's religious holidays.

## ARTICLE XXII SICK LEAVE

22.1: Sick Leave (Regular). An employee shall accrue sick leave at the rate of one (1) working day per month or twelve (12) days per year; such sick leave shall not accrue while an employee receives sick leave benefits or Worker's Compensation payments. Such sick leave shall continue to accrue only for the balance of the calendar month during which such employee begins to receive sick leave benefits or Worker's Compensation payments.

Effective July 26, 2004, regular sick leave may be used for leaves granted pursuant to the Family Medical Leave Act (FMLA) to care for a seriously ill spouse, child or parent.

The use of regular sick leave may also be permitted with the approval of the department head to care for a spouse, child or parent in circumstances which do not qualify for leave under the FMLA. This use is limited to one day per occurrence of an illness unless the department head approves a second day. The use of more than two days per occurrence is permitted only for leave granted pursuant to FMLA

Reserve sick leave may not be use for leave under this section.

The employee must be prepared to furnish proof, including a physician's statement if requested, of the reasons for his/her absence. The City reserves the right to request such certification in order to determine the validity of absence under this section. If adequate medical certification is not made available or does not substantiate evidence of illness justifying the use of sick leave, such information may be grounds for discipline up to and including dismissal.

22.2: Sick leave shall not be considered a privilege which an employee may use at his discretion, but shall be allowed only in cases of actual sickness or disability.

22.3: The amount of time allowed an employee for sick leave shall, if not used during the year earned, be accumulated until a total of one hundred fifty (150) days is reached, and shall be kept to his credit for future sick leave with pay.

22.4: An employee with less than one (1) full year of service prior to January 1st may be allowed sick leave in the proportion that his actual service bears to a full year of service, i.e., one (1) day per month. The employee may not use this partial sick leave, however, until he has served his probationary period. Upon request of the employee and with approval of the Department Head, an employee may be given sick leave for a period of less than a full day. Sick leave may be granted in minimum increments of one (1) hour.

22.5: Any employee with less than five (5) years continuous service or less than four hundred (400) hours accumulated sick leave, and who takes no more than two (2) days of sick leave in any year shall have two (2) days returned to his sick bank.

22.6: Any employee with more than (5) years continuous service and more than four hundred (400) hours accumulated sick leave, who takes no more than two (2) days of sick leave in any year shall receive full pay for the two (2) days at normal rate of pay.

22.7: Sick leave shall be considered for all purposes as continuing service; however, in the event of resignation or discharge, all accumulated or unused sick leave shall be canceled, and not paid, with exception of retirement. Upon the death of an employee, his designated beneficiary shall be entitled to payment for one-half (1/2) the amount of deceased employee's unused sick leave.

22.8: Any employee who becomes ill and unable to report for work must notify the supervisor on duty of his particular shift on the first day of his absence, and each day thereafter if the employee is not hospitalized, or the absence may not be chargeable against sick leave.

22.9: An examination certificate from the City Physician or other reputable physician may be required as evidence of illness before compensation for illness period is allowed. The City reserves the right to request such examination of any employee in order to determine validity of absence due to illness, with sick leave compensation provided in accordance with the physician's report. Should the physician's report indicate that the employee's request for sick leave was not justified, such information may be grounds for dismissal.

22.10: When an employee receives his last check for illness or disability, not including any payment made under the long term disability program, he will be placed on leave without pay for one (1) year, except that any employee so placed on leave without pay as a result of having exhausted his sick leave due to illness or disability who has a minimum of ten (10) years of continuous service with the City shall retain his hospitalization and life insurance benefits for the duration of such leave (not to exceed one year) the cost of which shall be borne by the City; provided, however, that said employee is not physically able to perform other duties with the City as may be determined by the City; and, further, that said employee is not gainfully employed elsewhere. If, at the end of that time, the employee is still unable to return to work, his employment shall be terminated. The employee shall be eligible for re-employment, provided he has a doctor's statement to the effect that he is able to discharge his required duties; and provided further that a position is available. Employees injured during other gainful employment outside the City shall not be eligible for sick or disability benefits.

22.11: An employee shall have to his credit unused sick leave and vacation leave when transferred to another department, except in the case where the employee transfers to a position covered by a police or fire contract. In the case of a transfer to a position covered by a fire department contract, vacation shall be paid off and accrued sick leave shall be canceled. In the case of a transfer to a position covered by a police contract, vacation shall be paid off and accrued sick leave shall be canceled except that up to 240 hours of accrued reserve sick leave shall remain to the employee's credit.

22.12: Reserve Sick Leave. A reserve sick leave bank is established with accumulation at the rate of one-half (1/2) day per month, with a maximum accumulation of sixty (60) days. Use of days in the reserve sick leave bank shall be for continuous illness only, and only after the expiration of the employee's own regular sick leave. Reserve sick leave bank accumulation is not subject to pay provisions under any conditions except usage.

22.13: Continuous illness shall be defined for purposes of this Article as hospitalized illness or an illness extending for a period of at least thirty (30) days.

### ARTICLE XXIII SICK BANK POOL

23.1: Effective July 26, 2004, in the event that a bargaining unit member has exhausted his/her regular sick bank and reserve sick bank, and would otherwise continue on sick leave without any compensation, bargaining unit members on an individual basis may elect to donate to that employee, any amount of time accrued in their vacation bank. At such time that the employee

with the exhausted bank approaches that point, the Union shall be notified and shall poll its members and respond to the City within seven (7) days as to any amounts of vacation time to be donated. Each employee so donating shall confirm the amount in writing to the City. If the employee on sick leave returns to work prior to using all the donated time, such time shall be returned to donors on a pro-rata basis. In the event that the donated time is exhausted prior to return to work, the procedure for donation may be repeated at the option of the Union.

ARTICLE XXIV  
SICK LEAVE CREDITED AT RETIREMENT

Effective July 26, 2004, an employee who is eligible to retire may utilize accumulated sick leave banks in the following manner:

1. An employee who is eligible for a normal retirement benefit may be paid in a lump sum for all accumulated hours of regular sick leave standing to his/her credit as of the effective retirement date, up to a maximum of 320 hours.
2. An employee who is eligible for an early retirement benefit may be paid in a lump sum for all accumulated hours of regular sick leave standing to his/her credit as of the effective retirement date, up to a maximum of 160 hours.
3. An employee who terminates employment and is eligible for a vested deferred pension is not eligible for any payment of sick leave banks as provided above.

ARTICLE XXV  
LEAVE OF ABSENCE WITHOUT PAY

25.1: The department head may grant a leave of absence without pay. A leave of absence without pay may be requested for any legitimate purpose and should be requested well in advance. However, if the leave is considered detrimental to the best interest of the City, permission shall not be granted. Leaves of absence without pay may not be granted in lieu of other valid leaves when they are available to the employee. Exception to this rule may be granted only upon specific approval of the department head. Leaves of absence without pay may not exceed one year in duration, however, at the discretion of the department head, they may be renewed, provided the request is submitted not less than 30 days prior to the expiration date of the leave.

25.2: The department head must approve or disapprove request for leave of absence and indicate whether the position will be open. If the position is not open upon completion or prior to completion of the leave of absence, and the employee applied for reinstatement within the leave time granted, the employee's name will be placed on the top of an eligibility list for consideration in a position in the bargaining unit for which the employee is qualified. The appointing authority will be entitled to a list of the top three eligible in order to complete the

selection process. Probationary status may be required by the department head. An employee who applies for reinstatement will remain on the top of the eligibility list for a period of nine months. If after that time the employee is not hired, and is still interested in reinstatement, the employee would have to be reinstated to obtain a rank on the eligibility list.

25.3: Leaves of absence granted by the department head up to ten days in duration are not subject to deduction from seniority. Any ten day leave developing into a longer period of leave without pay shall become a part of the longer leave of absence. Employees granted a leave of absence for a period over two weeks (ten working days) shall not accrue vacation or sick leave.

25.4: Employees on a Leave of Absence Without Pay shall not receive any compensation for holidays occurring during said leave and all City paid benefits and accrual of leaves shall cease immediately upon expiration of all earned leave time (and/or removal from the current payroll). The employee may upon written request and upon written approval of the Personnel Director elect to continue in all or part of the paid insurance programs at his/her own expense. Upon electing to continue such coverage, said employee must make full payment in advance for participating in insurance programs.

25.5: The above provisions do not apply to leaves taken under the FMLA, which leaves are governed by the provisions of the FMLA.

25.6: Military Leave. Any employee who has served three months, but less than one year with the City, and enters military service shall be allowed vacation time at the rate of 6.667 hours per month, with a maximum not to exceed ten days, paid to him at the time he leaves the City to enter military service. Vacation and sick leave time shall not accrue during periods of military leave. However, upon reinstatement, for the purpose of determining any vacation time the years of service with the City shall be the total of years employment plus years, or fraction thereof, of required military service.

An employee who is inducted or enlists in the armed forces of the United States for training or service shall be granted leave of absence without pay for the required duration for such service and for a period of 90 calendar days following the period of actual service. Upon termination of such service, or at any time during the 90 day period provided following such service the employee shall have the right to return to the former position provided it exists and the employee is still otherwise qualified. At the time of application for reinstatement, the application must be accompanied by the certificate and medical statement provided for the Selective Training and Service Act of 1940 and S.A. Res. 286. Upon reinstatement, the employee shall be returned to the step comparable to that held before leaving.

In the event employee's former position is not available or employee is no longer physically qualified for his former position and is able to satisfactorily perform duties of another position, every effort shall be made to place such employee in another position.

Employees belonging to the National Guard, Service Reserves or other such units are permitted to take leaves of absence without pay during the annual training period; this leave is not to exceed two weeks per calendar year. Vacation privileges are not affected by such leaves.

However, an individual who receives military training leave will automatically be considered last when the schedule for vacation leave is determined.

ARTICLE XXVI  
FAMILY AND MEDICAL LEAVE ACT (FMLA)

26.1: The Family and Medical Leave Act (FMLA) Shall be administered according to the City policies and procedures in effect at the time the leave is requested to the extent that these policies and procedures are not in conflict with the parties contract. The City has the option to send an employee returning from a FMLA controlled leave for a medical examination to determine ability to return to work.

ARTICLE XXVII  
DUTY DISABILITY LEAVE

27.1: In order to be eligible for Duty Disability Leave an employee shall immediately report any injury, however minor, to his immediate supervisor and take such first aid treatment as maybe recommended, or waive such first aid in writing.

27.2: An employee who is unable to work as a result of an injury sustained through the course of employment with the City shall receive duty disability pay as follows:

- A. First seven (7) calendar days - City will pay the employee his regular pay during the first week of disability. Employee's sick leave will not be charged for this time; time shall be charged to "Duty Disability Leave" which is limited to the first seven (7) calendar days only for each occurrence.
- B. After seven (7) calendar days - employee shall receive payment established under regulations of Worker's Compensation Act; in such cases the following shall apply:
  - 1. All disability compensation checks be made payable to the employee, but they will be delivered to the City Accounting office, endorsed by the employee.
  - 2. If the employee has sufficient accrued sick leave, he will receive a payroll check for the difference between the Worker's Compensation check and his normal bi-weekly payroll check.
  - 3. In the event the employee has no accrued sick leave, the Workers' Compensation check will be mailed directly to him, and the employee will receive no other form of compensation.

4. The City, through a combination of Workers' Compensation payments and City payments, will guarantee a minimum of eighty-five (85%) percent of the basic forty (40) hour weekly wage (or portion thereof). Said guarantee of payment to 85% shall be limited to a maximum of thirteen (13) weeks for each such disability in any one (1) year (12 consecutive months).
  5. During the first thirteen (13) weeks of disability wherein the provisions of paragraph (4) above apply, accumulated sick leave or vacation leave will be charged at the rate of the balance (15%) for full pay. At the end of the first thirteen (13) weeks, sick leave or vacation leave will be charged on a daily basis proportionately between full pay and Worker's Compensation payments to provide full pay until all such benefits have been exhausted.
- C. After fourteen (14) days continuous absence Worker's Compensation will reimburse the employee at the standard Worker's Compensation rate for the first week's absence previously paid by the City. Employees shall endorse the Workers' Compensation check to the City.

No employee shall be entitled to duty disability pay for absence due to injuries if said injuries were received when not on duty with the City.

#### ARTICLE XXVIII DISABILITY PERIODS

28.1: Separate periods of disability. Two or more separate periods of disability due to the same or related causes, which are separated by less than four months of full regular duty, will be deemed to be one period of disability. Such periods will be added together to determine waiting periods, if any, and to determine maximum payment and benefit periods.

#### ARTICLE XXIX LONG TERM DISABILITY PROGRAM

29.1: There is established a long-term disability program for employees to be administered as follows:

- A. There is a six (6) month continuous waiting period for eligibility;
- B. For each day of sick leave and reserve sick leave in the employee's unused leave banks on the last day worked prior to the beginning of the continuous illness, the employee will receive one day credited to his long-term disability leave bank;
- C. All earned sick leave must be used prior to use of any long-term disability credits;

- D. Each day of credit in the long-term disability bank entitles the employee to one day of leave at fifty percent (50%) of base salary, less any payments received by the employee via social security, pension, Workers' Compensation or other type of program or insurance;
- E. The long-term disability credits are intended only for use by the employee and are not subject to any payoff upon resignation, retirement, or any circumstances other than illness or disability of the employee;
- F. Employees receiving long-term disability benefits shall be considered as on a leave of absence without pay.

ARTICLE XXX  
VACATION LEAVE

30.1: Vacation leave is authorized absence from duty, with pay. Employees will be granted vacation leave in accord with the following schedule:

one to five years service	2 weeks
five to ten years service	3 weeks
ten to sixteen years service	4 weeks
sixteen years service	4 weeks and one day
seventeen years service	4 weeks and two days
eighteen years service	4 weeks and three days
nineteen years service	4 weeks and four days
twenty years and over service	5 weeks

30.2: In no case will vacation time be granted until an employee has been employed at least six (6) months. Eligibility for vacation leave shall be computed on the basis of completion of the required number of years service (continuous) with the City on the anniversary hire date. All vacation credits will be earned in one year for use in the following year.

30.3: An employee with less than one (1) full year of service prior to January 1st may be allowed vacation leave in the proportion that his actual service bears to a full year of service (6.667 hours per month). The employee may not use this partial vacation leave, however, until he has served his probationary period. Upon prior request of the employee and with the approval of the Department Head, an employee may be given vacation leave for a period of less than a full day. Vacation leave may be granted in minimum increments of one (1) hour.

30.4: Time lost by an employee by reason of absence without pay, or time otherwise not worked or paid for, shall not be considered in computing earned credits for vacation leave. Employees receiving sick leave benefits or Worker's Compensation payments shall accrue vacation credits for a maximum of thirty (30) days after starting to receive said sick leave and/or Worker's Compensation payment.

30.5: Employees shall be paid for unused vacation time that has been earned in a two-year period not taken by December 31st of any given calendar year as vacation time cannot be carried over in excess of two calendar years without the written consent of the Department Head and the City's Personnel Officer.

- 30.6: A. Vacation schedules shall be set up by the immediate supervisor so as to permit the continued operation of all City functions without interference; in some areas employment of temporary employees will be permitted for limited periods of time so that efficient operation can be maintained.
- B. Selection of vacation leave shall be by bargaining unit seniority.
- C. In dispatch, vacation requests for five consecutive work days (not counting leave days) will be given preference over requests for lesser amounts by supervisors or technicians according to the following procedure:
1. Vacation request for June, July, and August which are submitted by May 1st shall have preference, and if requests are made for the same or overlapping period(s), preference shall be granted according to the following procedure:
    - a. For a first vacation, by bargaining unit seniority.
    - b. For additional vacations:
      - i. Among bargaining unit members, by bargaining unit seniority.
      - ii. Among bargaining unit members and supervisors, by City seniority.
  2. Vacation requests at other times which are submitted thirty (30) days in advance shall have preference over requests submitted less in advance, and if requests are made for the same or for overlapping period(s) preference shall be granted:
    - a. To the employee who has not been granted a five (5) consecutive work day vacation since the preceding June 1st.
    - b. Among employees who have been granted five (5) consecutive work day vacation since the preceding June 1st, preference shall be granted:
      - i. Among technicians, by bargaining unit seniority.

ii. Among technicians and supervisors, by City seniority.

c. Vacations of five (5) consecutive work days may be granted with less advance notice if they can be granted consistent with scheduling requirements.

30.7: Employees shall be entitled to vacation pay in any of the following instances:

- A. Any employee who is unable to take his vacation leave because his work load prevents the granting of a vacation leave at any time during the calendar year shall be paid his regular rate for earned vacation leave.
- B. Any employee who gives proper notice regarding termination of his employment with the City shall be entitled to his regular pay for any unused portion of vacation time as of separation.
- C. Any employee who is laid off or separated from the City for reasons other than disciplinary action shall be paid his accrued or unused vacation time.
- D. Any employee who has served three (3) months but less than (1) year with the City and enters military service shall be allowed vacation time at the rate of 6.667 hours per month, with a maximum not to exceed ten (10) days, paid to him at the time he leaves the City to enter military service.
- E. Employees who are scheduled for a vacation leave during a holiday may be paid for the holiday or be given additional time off.

30.8: Employees shall not be entitled to vacation pay if any of the following applies:

- A. If an employee separates himself from the City by reason of absence without leave.
- B. If a probationary employee leaves the employ of the City before attaining permanent employee status.

ARTICLE XXXI  
PERSONAL BUSINESS DAYS

31.1: Each employee shall be eligible for three (3) personal business days per fiscal year. Arrangement for use of a personal business day must be approved by the employee's supervisor at least three (3) days prior to the requested time of use.

31.2: Unused personal business days may be carried over for a maximum of one (1) year. No compensation shall be paid for unused personal business days.

31.3: The City reserves the right to reject a request for use of personal business days if such use would interfere with the proper conduct of business.

31.4: Personal business days may not be used during the probationary period.

31.5: An employee terminating employment after the start of the fiscal year may use personal business days carried over pursuant to 30.2 and a prorated portion of the personal business days credited at the beginning of the current fiscal year. If the employee has used personal business days in excess of the amount stated in the preceding sentence, the employer may deduct the amount of the excess from the employee's pay at the time of termination.

#### ARTICLE XXXII BEREAVEMENT LEAVE

32.1: In case of death in his "immediate family", an employee may be granted a leave of absence with pay not to exceed three (3) days, for each given occurrence. Said leave shall be in addition to other types of leave to which the employee's status entitles him.

32.2: "Immediate family" is defined as wife, husband, child, brother, sister, parent or parent-in-law, grandparent, and grand-parent-in-law. Effective July 26, 2004, add to the definition of immediate family: brother-in-law, sister-in-law, grandchild and step-child.

32.3: A leave may be granted, due to extenuating circumstances for a death of someone other than "immediate family" if the Department Head makes a request on behalf of the employee to the City Personnel Director for approval to grant such leave.

32.4: A maximum of five days of bereavement leave will be granted provided that attendance at the funeral requires the employee to travel 500 miles round-trip or more.

#### ARTICLE XXXIII JURY DUTY

33.1: In the event an employee is required to serve jury duty, he shall receive his regular pay. All compensation received for jury duty, except mileage, however, must be paid to the City by the employee.

#### ARTICLE XXXIV LIFE INSURANCE

34.1: The City will provide group term life insurance with accidental death and dismemberment rider for each employee after thirty (30) days of employment.

34.2: The amount of life insurance to which each employee shall be entitled is as follows:

Two (2) times base salary to a maximum of \$50,000.

Such coverage will cease when an employee is retired, laid-off, on leave of absence, or terminated for any reason.

ARTICLE XXXV  
HOSPITALIZATION AND MEDICAL INSURANCE

35.1: Hospitalization Insurance. The City will provide group hospitalization insurance consisting of coverage equivalent to Michigan Blue Cross/Blue Shield MVF-1, with master medical and prescription riders for the employee and dependents, plus riders D45NM, PPNV-1, OPC/OPPC and CC/CLC. Prescription drug rider shall be preferred RX with PD MDC. Effective April 12, 1999, for active employees and future retirees as soon as can be effected by the carrier for Blue Cross/Blue Shield Traditional:

- A. Increase Blue Cross/Blue Shield annual Master Medical deductible from \$50 per person to \$100 per person and from \$100 per family to \$200 per family.
- B. Increase Prescription Drug co-pay from \$2 per prescription to \$3 per prescription.

Effective as soon as practical after July 26, 2004, the prescription drug rider shall be changed to \$5.00 co-pay for generic drugs and \$10.00 for brand drugs (even if there is not a generic equivalent). This change shall apply to all health insurance plans for active employees and for all health insurance plans for employees who retire after July 1, 2003

35.2: Such coverage will begin the first day of the month following date of hire and will cease when an employee is retired, laid-off, on leave of absence, or terminated for any other reason.

35.3: Dental Insurance. The City will provide group dental insurance for the employee and dependents. Effective as soon as practical after July 26, 2004, increase the maximums to \$2,000 as provided in the attached summary of benefits.

35.4: Dental insurance coverage will begin on the 1st day of the month following date of hire and will cease when an employee is retired, laid-off, on leave of absence, or terminated for any reason.

35.5: Optical Insurance. The City will provide group optical insurance for the employee and dependents. Such coverage will begin on the date of hire and will cease when an employee is retired, laid-off, on leave of absence, or terminated for any reason. Effective July 1, 1987, the optical insurance benefit will be improved the same as for Administrative Civil Service employees.

35.6: Health Maintenance Organization. Each employee shall be afforded the opportunity on an annual basis to choose HMO coverage in place of group health insurance.

ARTICLE XXXVI  
RETIREMENT PROGRAM

36.1: For employees retiring after the ratification of the agreement by both parties: increase the pension multiplier from 2.25% to 2.5%; incorporate other changes to the retirement ordinances enacted 12/16/02 and 2/24/03 that are not inconsistent with the agreement.

36.2: Section 414(h) (2) of the IRS Code will be implemented for all employees under which taxes on employee contributions to the retirement program are deferred until retirement.

36.3: Effective July 1, 1998, upon commencement of a member's monthly pension pursuant to sections 1.319,1.320,1.321,1.324 or 1.325, or upon commencement of the monthly pension of a member's eligible spouse or nominated beneficiary pursuant to section 1.323(3), he or she shall be paid the member's accumulated contributions standing to the member's credit in the retirement system on June 30, 1995, plus the interest on these accumulated contributions which accumulate until they are paid in accordance with this section, the members accumulated contributions made after June 30, 1995 shall not be paid pursuant to this section.

36.4: The employee pension contribution shall be .5%. Effective 1/1/05, eliminate the 0.5% employee pension contribution.

36.5: Effective July 1, 1993, in addition to present eligibility, now allowed will be normal retirement at age 57 with 25 or more years of service.

Effective July 26, 2004, in addition to the current eligibility conditions, members are allowed to retire with an unreduced regular pension when the member's age plus service totals 82. Fractional parts of age and service may be used in the calculation. The total must be equal to or greater than 82 without rounding.

36.6: Employees who retire after July 26, 2004 and their eligible spouses or eligible surviving spouses will be eligible to receive medical insurance from the City according to the following conditions:

- A. In order to be eligible to participate in the City-provided retiree health insurance, the employee and eligible spouse (if the employee elects coverage for the spouse) must participate continuously from the time the employee begins receiving a pension. Retirees or spouses who terminate their participation will lose their eligibility to participate again. This subsection A does not apply to the possible interruption in City-provided retiree health insurance set forth in subsection F below.

- B. The retiree portion of the post-retirement medical payment shall be ten dollars (\$10.00) per month for a single retiree, and twenty dollars (\$20.00) per month for a married retiree and eligible spouse.
- C. When the retiree or covered spouse becomes eligible for Medicare, Medicare must be applied for. Upon receipt of Medicare coverage, the City-provided insurance will change to Medicare supplemental insurance. The Medicare recipient shall be responsible for the Medicare premium. The Medicare premium is not a factor in determining the retiree's share of the premium for City-provided health insurance.
- D. An eligible spouse or surviving spouse is one to whom the member was legally married at the time of retirement. If an employee does not elect a survivorship option for pension, a surviving spouse is not eligible for medical insurance coverage under the City's policy after the retiree's death. Coverage for a spouse terminates upon divorce.
- E. This benefit is not paid for individuals who terminate service prior to vesting or who withdraw their contributions from the retirement system.
- F. The City-paid health insurance shall terminate in the case of a retiree and surviving spouse, if that individual assumes employment elsewhere and that employer provides health coverage to its employees which does not substantially differ from that offered by the City; provided that should the individual lose such coverage from the other employer for any reason, including voluntary or involuntary separation of employment, upon production of proof of such loss to the City and satisfaction of continuing eligibility, the City's obligation to provide health coverage shall recommence immediately.
- G. The benefits of this section are not vested. The employee shall be eligible for retiree health insurance coverage according to the conditions in effect on the date the employee retired or on the date the employee terminated service with a vested pension. Eligible employees who terminate service with a vested pension will be eligible for retiree health insurance coverage when they begin to receive their pension. The health insurance plans available to retired employee through the City shall be as determined by the City.
- H. Except as otherwise provided in this collective bargaining agreement, participation in City-paid retiree health insurance shall be subject to the conditions set forth in the Code of the City of Southfield in the Chapter designated Retiree Health Care Benefits Plan and Trust.

36.7: Payments for unused vacation leave accumulations shall be included in calculating a member's final average compensation. For any year used in calculating final average compensation, the amount of payment for unused vacation leave which is used shall not exceed the amount of payment for twice the member's vacation accrual for the year.

ARTICLE XXXVII  
EDUCATIONAL PROGRAMS

37.1: In-Service Training: The City Administrator may authorize in-service training programs with pay for any employee to take schooling in the interest of the City. In such cases, the employee shall be required to return to the City employ for a specified time after completing said schooling. As determined by the Commission, an employee may be authorized by the City Administrator to attend outside training courses at City expense. If such is the case, the employee shall be expected to arrange to do so on his own time without additional compensation from the City except as indicated below.

37.2: Minimum In-Service Training. The employer shall provide a minimum of four (4) hours in service training per year. Attendance by employees is mandatory unless excused for reasonable cause. Such training shall be provided on paid time at the employees' regular straight time rate. The Labor-Management Committee shall attempt to designate training subjects by mutual agreement. In the event the Labor-Management Committee is unable to arrive at a mutually acceptable decision, the City may designate the training subject in order to fulfill the annual four (4) hour requirement.

37.3: Tuition Reimbursement: Career employees may qualify for tuition reimbursement of seventy-five (75%) percent of actual tuition costs (excluding labs, books, special fees, etc.) without regard to financial aid. The maximum reimbursement will be \$1,500 per fiscal year (July 1 to June 30); in no case shall the tuition reimbursement exceed the actual tuition cost to the employee. Further, the City will pay up to an additional twenty-five (\$25.00) dollars per course for books each term in which the employee is entitled to tuition reimbursement. These payments are all subject to the following conditions:

- A. That course work be taken at or under the direction of an accredited institution;
- B. Qualifying disciplines shall be: (a) course work related to a function in which the City employs career staff; (b) course work in management or public administration; or (c) course work required for the completion of a diploma, certificate, or degree in a discipline related to a career classification in the City;
- C. Course work be pre-approved, in writing, by the employee's Department Director and the Personnel Department as qualifying for reimbursement. This approval must be obtained and on file with the Personnel Department prior to class commencement;
- D. A minimum grade of "C" (2.0 on a 4.0 scale) must be obtained;
- E. Tuition reimbursement shall not be paid to probationary employees. However, tuition reimbursement may be granted to career employees for courses begun during the probationary period but completed after career status has been granted, provided all other provisions of this Section have been observed;

- F. An application for tuition reimbursement, along with receipts for tuition and books as well as the final course grade are submitted to the Personnel Department within thirty (30) days of completing the course. Failure to submit a timely and complete reimbursement application will forfeit the employee's right to such payment;
- G. In applying for and receiving tuition reimbursement benefits (including books and fees) under this Section, employees must agree to refund the City for any tuition benefits which are received in the one-year period prior to their resignation, retirement (regular or early), or discharge for cause. Employees receiving a duty disability or on a medical leave of absence will not be required to refund tuition benefits.

37.4: Educational Leaves of Absence. Upon request, an employee with written approval from the Department Head may be granted a Leave of Absence not to exceed four (4) months for the purpose of pursuing formal education. Said leave must be for attendance at an accredited institution and shall be without pay or benefits during the period of leave (continuation of group insurance benefits to be at employee's expense). If granting of said educational leave is deemed by the City to be in the best interest of the City, the City may approve said educational leave request.

#### ARTICLE XXXVIII WAGES

38.1: Employee shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. The starting rate and step increases are based on date of hire in the bargaining unit.

38.2: Employees shall be eligible to participate in the deferred compensation plan.

#### ARTICLE XXXIX SHIFT DIFFERENTIAL

39.1: An employee who is required to work a regular afternoon or night shift shall be paid a shift premium as follows: \$0.27 for afternoon shift; \$0.35 for night shift.

39.2: For purposes of definition, an afternoon shift is any shift starting between 12 o'clock noon and 10:00 p.m. and a night shift is any shift starting between 10:00 p.m. and 4:00 a.m.

#### ARTICLE XL DISPATCH REPORTING TIME

40.1: Employees working in dispatch shall be required to report six (6) minutes prior to the start of the shift and shall be paid at a rate of time and one-half for the six (6) minutes. The parties agree that this payment is complete compensation for overtime arising from the reporting procedures for the relieving employee and the employee being relieved.

## ARTICLE XLI RESIDENCY

41.1: Employees who are Southfield residents as of January 1st will receive 1.5% of base pay (longevity, overtime, etc. will not be included in the calculation) provided in the form of deferred compensation only. Employees will have a choice of different deferral plans provided through the City's deferred compensation carriers.

The term "residence" means the place where one resides, a place of abode accompanied with the intent to remain, a settled or permanent home or domicile. Residency shall be construed to be the actual domicile of the individual; where he normally eats and sleeps and maintains his normal personal and household effects, and where the employee's spouse and/or dependents reside.

Eligible Southfield residents will be required to apply to the Office of Management and Budget for their residency incentive. This department will verify the residency, indicate the amount of funds the employee will be able to defer and stipulate the different deferral plans provided by the deferred compensation carrier. The employee will be required to indicate his choice of deferral plans on the supplemental participation form. These funds will then be placed with deferred compensation as of the first pay period in February.

An employee's statement of residency will be subject to verification by the City of Southfield at the time of application and any other time deemed appropriate. At the time of application, the employee will affirm that he lives in the City and show a valid Driver's License indicating a Southfield address. If residency is challenged, the employee may also be required to substantiate residency by producing utility bills, voter's registration and any other such tests that may be deemed reasonable by the City.

Upon completion of a preliminary investigation, the Office of Management and Budget will determine residency. If the applicant for the residency incentive wishes to appeal the decision made by O.M.B., then such appeal may be made through the grievance procedure.

Probationary employees who live in Southfield by January 1st will be eligible for the benefit immediately and will not be required to wait until their probationary status has ended.

The residency benefit cannot be pro-rated. In other words, the program will be offered only once at the beginning of each calendar year. If an employee moves into Southfield in June,

the residency benefit will commence the following January. You have to be on activity City payroll on January 1st to be eligible for this benefit.

The City can, under Section 457 of the Internal Revenue Code, participate in a deferred compensation program for resident employees. The limit would be the annual maximum deferral of 25% of base salary or \$7,500 whichever is the lesser. For those employees who are currently participants in the Deferred Compensation Program, the City's participation would either allow them to reduce their contributions if already at the maximum or to have contribution levels increased by the amount of the City incentive, if below the minimum. The residency incentive will be included as "compensation" in determining "final average compensation" for retirement purposes.

ARTICLE XLII  
LONGEVITY PAY PROGRAM

42.1: The City shall pay employees longevity pay based on the following schedule of City service for employees hired prior to July 1, 1982:

After 3 years of service - 1% of base annual wage\*  
After 5 years of service - 2% of base annual wage\*  
After 10 years of service - 4% of base annual wage\*  
After 15 years of service - 6% of base annual wage\*  
After 20 years of service - 8% of base annual wage\*

42.2: The following schedule of City service shall apply to employees hired on or after July 1, 1982:

After 3 years of service - \$125  
After 5 years of service - \$275  
After 10 years of service - \$400  
After 15 years of service - \$650  
After 20 years of service - \$1,000

\*Not to exceed \$1,100. Base Annual Wage is defined as regular earnings not including overtime; base rate on December 1 preceding will be used for computation.

42.3: The amounts indicated above will be paid to eligible employees on an annual basis as of the first pay period of December. Eligibility is based on qualifying by a cut-off date of December 31 of the year in which various levels of service are attained. Any employees who will have reached the required years of service by December 31 will receive the amount stipulated in the first pay period of December and this amount, whatever the category, will also be paid in intervening years on this same annual basis.

42.4: Leaves of Absence shall be deducted for purposes of computing service credit toward longevity, except military leave during the time of war as defined in the Veterans' Preference Act or absence from work due to injuries compensated for under the Workers' Compensation Act. In addition, Leaves of Absence during a calendar year that are equal to or in excess of a quarter of a year (three months continuous or aggregate) would adjust the longevity pay on a percentage of actual straight time earnings for the remaining period of the calendar year rather than base rate of pay.

42.5: Longevity bonus shall not be paid to any eligible employee for the calendar year in which his or her employment is terminated with the City inasmuch as the innovation of the longevity program is based on a concept of rewarding the employee for remaining in the service of the City, excepting that retirees shall receive a longevity bonus in his or her final paycheck based on the foregoing schedule as it applies to the calendar year in which he or she retires.

42.6: An eligible employee, in order to receive his longevity bonus, qualified by being in the employ of the City on December 31 of each year in which he eligible to receive a longevity bonus, excepting retirees as indicated in the preceding paragraph.

#### ARTICLE XLIII CLOTHING AND CLEANING ALLOWANCES

43.1: Clothing Allowance. A clothing allowance of \$250 shall be credited to each employee's account annually (July 1). Clothing purchases in accordance with departmental regulations and City purchasing programs shall be charged against the account. Balance of annual clothing allowance remaining in account on June 30 shall be cumulative.

- A. Initial uniforms required by the City for performance of their duties will be furnished without cost to new employees. Such new employees' first annual clothing allowance (after initial purchase) shall be prorated based upon date of hire.
- B. Initial issue of any or all uniform items shall be furnished by the City without cost to employees in the event that the employer requires a change in uniforms.
- C. Termination - Employees leaving the Department shall return to the Department all uniform clothing (in their possession or control), leather goods and Department property.

43.2: Cleaning Allowance. A cleaning allowance of \$250 per year shall be paid annually lump sum December 1 of each year.

#### ARTICLE XLIV LUNCHEES AND BREAKS

44.1: The employer shall make reasonable effort to afford lunch periods and relief breaks.

ARTICLE XLV  
COMPENSATORY TIME BANK

45.1: Compensatory time may be accumulated up to eighty (80) hours.

45.2: An employee's floating holiday time shall be accrued in the compensatory time bank and an employee's overtime (at compensatory time and one half or other premium rate) may be accrued in the compensatory time bank at the employee's option.

45.3: Compensatory time accrued in excess of eighty (80) hours shall be converted to pay once each calendar quarter and on June 30th each year the bank shall be liquidated of hours over eighty (80) by payoff at the base rate in effect on June 30th.

45.4: Employees should monitor their individual compensatory time balance, and when this balance approaches eighty (80) hours, they should either use the time and/or turn in any future overtime for pay to keep this balance below eighty (80) hours.

45.5: Employees shall request compensatory time off with reasonable advance notice to avoid filling their shift with overtime by another employee.

ARTICLE XLVI  
TERMINATION OF AGREEMENT

46.1: These Agreements shall be effective as of the 1st day of July, 2003, and shall remain in full force and effect until the 30th day of June, 2005.

46.2: Not less than sixty (60) days prior to the termination date of this Agreement, as set forth above, the Union shall submit to the City a list of its demands for the next ensuing contract period, together with a list of the names of the current officers of the Union.

46.3: If any Article or Section or this Agreement, or any supplement thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have caused this Agreement to be signed this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

POLICE OFFICERS ASSOCIATION

---

Robert Wines  
Business Agent

SOUTHFIELD PUBLIC SAFETY  
TECHNICIANS ASSOCIATION

---

Debra Rice, President

---

Linda Shonta, Vice-President

CITY OF SOUTHFIELD OF MICHIGAN

---

Brenda L. Lawrence  
Mayor

---

Nancy L.M. Banks  
City Clerk



APPENDIX "A"  
ANNUAL WAGES, RATES AND INCREMENT STEPS

Effective July 1, 2003: (2.5%)

	<u>Start</u>	<u>6 Mos</u>	<u>18 Mos</u>	<u>30 Mos</u>	<u>42 Mos</u>
PS Dispatcher	\$34,921	\$35,966	\$37,048	\$38,159	\$39,304
PS Technician	\$33,615	\$34,622	\$35,683	\$36,732	\$37,834

Effective July 1, 2004: (2.25%)

	<u>Start</u>	<u>6 Mos</u>	<u>18 Mos</u>	<u>30 Mos</u>	<u>42 Mos</u>
PS Dispatcher	\$35,707	\$36,775	\$37,882	\$39,018	\$40,188
PS Technician	\$34,371	\$35,401	\$36,486	\$37,558	\$38,685

DISPATCHER PREMIUM

The dispatcher premium shall be seventy-five (\$.75) cents per hour.