

12/31/93

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF FARMINGTON
and
THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

JANUARY 1, 1991 THROUGH DECEMBER 31, 1993

Farmington, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

ARTICLE I
INTRODUCTION

This Agreement is made and entered into between the City of Farmington, a municipal corporation, hereinafter referred to as the CITY, the Police Officers Association of Michigan and the Farmington Police Officers Association, hereinafter referred to as the ASSOCIATION.

This Agreement and such supplementary agreements as may be agreed upon hereunder from time to time, together constitute a Collective Bargaining Agreement between the CITY and the ASSOCIATION, in accordance with the provisions with the Public Employment Relations Act, as amended in Public Acts, 1965, No. 379 and Act 312 of the Public Acts of 1969. (Michigan Compiled Law, Section 423.231.)

ARTICLE II
PURPOSE AND INTENT

WHEREAS the public interest requires high standards of employee performance and the continual development and implementation of modern and progressive work practices to facilitate improved employee performance and efficiency; and WHEREAS the efficient administration of the City and the well-being of employees are benefitted by providing employees an opportunity to participate in the formulation and implementation of policies and practices affecting the conditions of their employment; and WHEREAS the general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the CITY and the ASSOCIATION.

WHEREAS the parties mutually recognize that the responsibilities of both the CITY and the employees to the public requires that any disputes arising between the CITY and the employees be adjusted and settled in an orderly manner without interruption of services to the public as provided by law; and

WHEREAS the Association further recognizes the essential public service being performed by the Department of Public Safety and the legal obligation of the City to safeguard the health, welfare and safety of the community and accordingly agrees to encourage increased efficiency on the part of its members; and

WHEREAS to these ends the City and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives on all levels and among all employees.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

ARTICLE III
RECOGNITION

The CITY hereby recognizes the Police Officers Association of Michigan as the sole and exclusive bargaining representative of all Public Safety Officers of the Farmington Public Safety Department below the rank of Commander for the purposes of collective bargaining, in respect to rates of pay, hours of employment and other terms and conditions of employment as defined in the Public Employment Relations Act (Act 379 of Public Acts of 1965).

The CITY agrees not to negotiate with any organization other than the UNION and/or their duly appointed representative concerning wages, hours, or other terms and conditions of employment of members of the Bargaining Unit for the duration of this Agreement.

The CITY and UNION shall not discriminate against any employee because of age, sex, marital status, race, nationality, religious or political belief, or for legal union activities.

ARTICLE IV
DEFINITIONS

4.1: The term EMPLOYEE or OFFICER, when used hereinafter, shall include all male and female employees represented by the Association in the Bargaining Unit as above defined.

4.2: The term DIRECTOR, when used hereinafter, shall mean the chief executive and administrative officer of the department.

4.3: The term DEPUTY DIRECTOR, when used hereinafter, shall mean the operational head of the department.

4.4: The term OPERATIONS DIVISION, when used hereinafter, shall mean the OFFICERS assigned to Operations and the other bureaus assigned to the Operations Division.

4.5: The term INVESTIGATIONS DIVISION, when used hereinafter, shall mean those employees assigned to the Investigations Division.

4.6: The term VACATION LEAVE, when used hereinafter, shall mean an approved leave as provided in the Vacation Section of this Agreement.

4.7: The term SCHEDULED LEAVE, when used hereinafter, shall mean a rest period between working periods in excess of sixteen (16) hours.

4.8: The term OFF DUTY, when used hereinafter, shall mean a rest period which does not exceed sixteen (16) hours between work periods.

4.9: An officer shall be deemed to be On Duty at such time as he/she responds to a fire call back from his/her place of residency to the scene of a fire or to the fire equipment storage facility. This definition of On Duty shall only be used in reference to claims for Worker's Compensation.

4.10: The term APPROVED LEAVE, when used hereinafter, shall mean that time taken off which must receive prior approval and may be any one of the following:

- A. Holiday Leave
- B. Compensatory Leave
- C. Vacation Leave

4.11: The term COMMANDER shall designate the employee's rank which was formerly "Sergeant" and/or "Fire Marshal"; any references shall be interchangeable in any/all instances relating thereto including, but not limited to, "Job Descriptions", Departmental Rules and Regulations, General and Special Orders, Policies and Procedures, reporting and/or accounting procedures, etc.

4.12: The term EMERGENCY, when used hereinafter, shall have no precise definition, and the use of the term and its interpretation shall be as determined by the Director or his/her designated representative; subject, however, to the terms of this Agreement and the Grievance Procedure.

4.13: The term COMPENSATORY TIME, when used hereinafter, shall mean time earned as compensation in lieu of overtime pay for work in excess of regularly scheduled shifts or hours.

4.14: The term WORKING DAY, when used in Grievance Resolution, shall mean a regular business day of the City of Farmington, excluding holidays.

ARTICLE V
ASSOCIATION SECURITY AND DUES DEDUCTION

5.1: Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or discontinue their membership in the Association as they see fit. The employer shall not exert any pressure upon or discriminate against any employee with regard to such matters.

5.2: During the period of time covered by this Agreement, the employer agrees to deduct from the wages of any employee who is a member of the Association all Association membership dues and initiation fees uniformly required; provided, however, that the Association presents to the employer written authorization properly executed by each employee allowing such deductions and payments to the Association.

Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Association. Each employee Association member hereby authorizes the Association and the City, without recourse, to rely upon and honor certificates by the Secretary-Treasurer of the Association regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Association dues and/or initiation fees. The employee agrees, during the period of this Agreement, to provide this check-off service.

All employees in the Bargaining Unit shall, as a condition of continued employment, pay to the Association, the employee's exclusive Bargaining Representative, an amount of money equal to that paid by other employees in the Bargaining Unit who are members of the Association, which shall be limited to an amount of money equal to the Association's regular and usual dues. For present regular employees, such payment shall commence thirty-one (31) days following the effective date of this Agreement.

For new employees, the payment of agency fees and initiation fees shall start thirty-one (31) days following date of hire.

Monthly agency fees shall be deducted by the employer and transmitted to the Association as prescribed above for the deduction and transmission of Association dues.

5.3: Any changes in the present Association membership dues rate will be certified to the City Manager by the Association at least one month in advance of the effective date of such change.

5.4: Upon presentation of proper evidence thereof, the Association shall refund to the City any amounts paid to it in error because of the check-off provision.

5.5: The Association shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability arising out of this Article.

5.6: A copy of this Contract shall be given to all new employees entering the Bargaining Unit. Each such employee shall have his/her attention called to the fact that the Association has been recognized as the exclusive Bargaining Representative for all employees in the Bargaining Unit, that employees in the Bargaining Unit are free to join or not join the Association and to engage in lawful concerted activities for the purpose of collective bargaining. No provision of this Contract shall be construed as permitting any acts or conduct which is in violation of the rules of conduct of the Public Safety Department.

5.7: The City will make available to the Treasurer of the Association the names of all employees separated from the payroll, recalled or rehired, on layoff or on leave of absence.

5.8: The amounts deducted and a list of the employees from whose wage deductions have been made shall be sent to the Treasurer of the Association within a reasonable time thereafter. The Association agrees to collect all special assessments and similar member charges without deductions being made from the employee's wages.

ARTICLE VI
JOINT RESPONSIBILITIES - NO STRIKE - NO LOCKOUT

6.1: Under no circumstances will the Association cause or authorize or permit its members to cause, nor will any member of the POAM take part in, any strike, stay-in or slow-down or any curtailment of work or restriction of production or interference with the operation of the City during the term of this Agreement, or during any period of time while negotiations are in progress between the Association and the City for the continuance or renewal of this Agreement. In the event of a work stoppage or other curtailment of or interference with production, the City may negotiate on the merits of the dispute which gave rise to the stoppage or curtailment until same has ceased.

6.2: In the event of a work stoppage or other curtailment, the Association, immediately after receipt of written notice by the City, shall immediately instruct the involved employees in writing that their conduct is in violation of the Contract, that they may

be subject to disciplinary action, and instruct all such persons to immediately cease the offending conduct.

6.3: The City shall have the right to discipline any employee who instigated, participates in or gives leadership to any activity herein prohibited.

ARTICLE VII
MANAGEMENT RIGHTS

7.1: It is not the purpose of this Agreement to infringe upon or impair the normal rights of the City to make and place in effect its decisions concerning the operation of its Department of Public Safety. Any of the rights, powers or authority the City had prior to the signing of this Agreement is specifically retained by the City, except that which has been specifically abridged, delegated, granted or modified by this Agreement; and further, shall retain as management rights any and all powers and rights over wages, hours and other conditions of employment that are not specifically enumerated in this Agreement.

7.2: The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitations, all powers, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States, and the Charter of the City. Further, all rights which ordinarily vest in and are exercised by employers, except as are specifically relinquished in this Contract, are reserved to and remain vested in the City, including, by way of illustration and not by way of limitation, the following rights.

7.3: All rights in matters involving public policy.

7.4: To determine the number, location and type of facilities and installation.

7.5: To direct the work force, assign work within the Department of Public Safety and determine the number of employees assigned to any particular job, assignment or operation, and may hold open or eliminate a position created by a vacancy unless otherwise specified in this Agreement.

7.6: To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used.

7.7: To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment and tools to be purchased.

7.8: To construct new facilities or to improve existing facilities.

7.9: To determine the size of the work force.

7.10: To permit departmental employees not included in a Bargaining Unit to perform Bargaining Unit Work when in the opinion of the management this is necessary for the conduct of municipal services; provided, however, in no event shall the use of non department or non Bargaining unit employees result in the layoff or permanent reduction in the number of full time Bargaining Unit employees.

7.11: To adopt, revise and enforce working rules, and to carry out cost and general improvement programs; provided, however, that the application or enforcement of said matters shall be subject to the Grievance Procedure.

7.12: To select employees for promotion or transfer to supervisory or other positions and to determine qualifications and competence of employees to perform available work, as provided for in this Agreement.

7.13: To discipline for just cause, and to maintain discipline and efficiency of employees.

7.14: To suspend or discharge for just cause.

7.15: To determine the amount of overtime to be worked, as provided for in this Agreement.

7.16: To establish a general policy to provide for training programs, to improve public safety performance and to increase public safety proficiency.

7.17: To determine the amount of supervision necessary on all jobs, assignments or operations.

7.18: To establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and to measure the performance of each employee or group of employees.

Each employee's work will be reviewed individually with the employee. Employees shall not be entitled to Association representation at this work performance review.

Work performance evaluations are subject to appeal only as provided herein and are deemed not to be disciplinary in nature; therefore, are expressly not subject to the Grievance Procedure.

The employee who wishes to appeal his/her individual performance evaluation shall notify the Deputy Director indicating the specific portion(s) of the evaluation and the specific basis for such appeal.

The Deputy Director shall meet and discuss the appeal with the employee.

In the event that resolution is not achieved, the employee may appeal to the Director, setting forth, in writing, the specific issue(s), basis for appeal, and also information which the employee wishes to be considered. The Director shall meet and discuss the appeal with the employee.

In the event that resolution is not achieved, the employee may appeal the finding(s) of the Director to the office of the City Manager; provided, however, that said appeal shall, in writing, set forth clearly all issues and information for consideration. The finding(s) of the City Manager shall be final and binding.

Disciplinary actions taken by the department arising from substandard work performance may be subject to the provisions of Article XVI.

7.19: To establish and administer procedures concerning original appointments and promotions specifically including recruitment, examinations, certification, appointments and policies with respect to probationary periods, as provided for in this Agreement.

7.20: To require employees to be in sufficient physical condition so that they are able to perform their normal duties. If the City's physician determines that a medical problem exists, he/she will advise the employer and the employee of his/her findings and recommendations. In the event that the employee's physician shall be in disagreement with the City's physician concerning the employee's physical condition, or course of treatment prescribed, the employee's physician and the City's physician shall mutually select a third physician to render an opinion of such matter and his/her opinion shall be binding on all

parties. The cost of the mutually selected physician shall be shared by the employee and the City.

ARTICLE VIII
WORK RULES AND CONDITIONS

It is understood and agreed that there exists within the department certain personnel rules, policies, practices and benefits which will continue in effect for the period of this Agreement unless or until changed by mutual agreement of the parties or by the employer in accordance with its previously stated Management Rights or as required by appropriate laws, orders, regulations, official instructions or policies.

New Rules and Regulations or proposed changes in Rules and Regulations shall be posted on bulletin boards at least ten (10) days prior to their effective date except in cases of emergencies determined by the Director of Public Safety.

Any unresolved complaint as to the reasonableness of any new or existing rule and regulation, or any complaint involving discrimination in the application of new or existing rules and regulations shall be resolved through the Grievance Procedure.

It is the City's intention that work rules and regulations are to be interpreted and applied uniformly to all employees under similar circumstances. Any member against whom such rules are enforced may challenge the reasonableness of their application or interpretation as to him or her through the Grievance Procedure and the arbitration provisions of this Agreement.

ARTICLE IX
ASSOCIATION RIGHTS

9.1: Bulletins and Orders. A copy of any general order, rule, regulation, special order or training bulletin shall be made available to all members of the Association.

9.2: Special Conference. Special conferences on important matters may be arranged between the Association and the Director of Public Safety or his/her designee upon the request of either party. Such meetings shall be held in an informal manner, and the subject content of such meetings is to be kept confidential upon the request of either party until such time as that party has had the opportunity to inform any other group of employees as to any proposed, contemplated or actual changes that are to be made as to

any procedures or policies. Conferences may be held on a work day, but not more than once per month unless otherwise mutually agreed.

ARTICLE X
VISITS BY ASSOCIATION REPRESENTATIVES

The employer agrees that accredited representatives of the Association shall have the reasonable access to the premises of the employer to conduct Association business.

The Association may schedule and conduct its meetings on police department property, provided it does not disrupt the duties of the employees or the efficient operation of the department, after approval of the Director or his/her authorized representative.

The Association shall be entitled to confer with the Administration of the department with respect to conditions of employment not specifically provided for in the Agreement.

ARTICLE XI
BULLETIN BOARDS

The employer will provide a bulletin board in the police building which may be used by the Association for posting notices limited to:

- A. Notices of Association Recreational or Social Events
- B. Notices of Police Association Elections and Results
- C. Notices of Association Meetings and Results
- D. Official Association Communications
- E. Fraternal Police Communications
- F. Other information which is not derogatory to the City or its administration.

ARTICLE XII
STEWARDS

The employer recognizes the right of the Association to designate a Steward and two (2) Alternates from the seniority list. Once a Steward and two (2) Alternates are selected, their names

will be submitted to the Director of Public Safety and to the Personnel Department for their information.

The authority of the Steward and Alternates so designated by the Association shall be limited to and shall not exceed the following duties:

- A. The investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.
- B. The transmission of such messages and information which shall originate with, and are authorized by, the Association or its officers.
- C. The negotiation of contract matters.

The Steward, or Alternates, shall during his/her working hours, without loss of time or pay, in accordance with the terms of this Article, investigate and process grievances and attend contract negotiation proceedings upon having received permission from their supervisor to do so. The supervisor shall grant permission for each Steward to leave his/her work for these processes, subject to the necessary emergency exceptions.

The Steward and/or Alternates shall be given time off without loss of pay, seniority or benefits, to attend Grievance Meetings, Negotiation Meetings and other meetings approved by the Director of Public Safety.

ARTICLE XIII
ASSOCIATION LEAVE DAYS

The City shall grant a total of three (3) days annually to be used by officer(s) of the Association for the purpose of attending conferences or seminars. The Director of Public Safety, upon written request by members of the Executive Board of the Association, may approve such leave for Association business. Such leave shall allow only one (1) officer to be absent from an assigned shift at any one time.

ARTICLE XIV
HEALTH AND SAFETY

The City shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment in accordance with the requirements of the laws of the State of Michigan. It is the duty of all employees in the course

of performing their regularly assigned duties, to be alert to unsafe and/or unhealthy practices, equipment and conditions, and to report any such unsafe and/or unhealthy practices or conditions to their immediate supervisors.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1: Purpose. The purpose of this Grievance Procedure is to establish effective machinery for the fair, expeditious and orderly adjustment of grievances.

15.2: Informal Resolution. The informal resolution of differences or grievances is urged and encouraged to be resolved at the lowest possible level of supervision.

15.3: Timely Action. The employer shall consider promptly all grievances presented to them and take such timely action as is required.

15.4: Grievances Defined. The term "GRIEVANCE" shall mean any dispute between the City and the Association or between the City and any employee or employees covered under this Agreement arising out of the interpretation, application or administration or a specific Article or Section of this Contract. Each grievance shall set forth facts pertaining to the alleged violation of any pertinent Section of this Contract which is deemed violated.

15.5: Grievance Procedures.

Step One. Any employee who has a grievance shall discuss his/her complaint with his/her immediate supervisor. A Steward shall be allowed if the employee requests one. The parties shall discuss the complaint in a fair manner and shall make every effort to reach a satisfactory agreement at this point. The employee shall have the right to discuss the complaint with his/her Association Steward before any discussion takes place with the supervisor. The supervisor shall make arrangements for the employee to be off the job for a reasonable period of time in order to discuss the complaint with the Association Steward.

Any grievance not submitted within seven (7) working days of the time the employee knew, or should have known of the event giving rise to the grievance, shall be automatically denied by the Association and the Employer and the matter declared closed.

Step Two. If the matter is not satisfactorily settled by such a discussion, the aggrieved employee shall report such grievance to his/her Steward as soon as possible, but in any case within seven (7) working days of the discussion with the supervisor.

The grievance shall be prepared in detail and shall contain the following information:

- A. Name or names of employees involved in the grievance.
- B. The nature of the grievance complaint.
- C. Specification of Contract Article violated.
- D. Date of grievance.
- E. Witnesses to grievance, if any.
- F. Relief being sought by the Association.
- G. Names of individuals alleged to have violated the Contract.
- H. Any pertinent facts which will facilitate investigation of the grievance.

The Steward shall then discuss the grievance with the immediate supervisor in an attempt to resolve the grievance. This discussion shall be had within seven (7) working days of receipt of the grievance by the Steward and a decision in writing must be rendered by the immediate supervisor within seven (7) working days with a copy of said decision going to the employee and the Steward.

Step Three. If the grievance is not satisfactorily settled in Step Two after meeting with the immediate supervisor, the employee or the Association shall have the right to appeal in writing to the Deputy Director of Public Safety or other person designated by the Director of Public Safety. The employee or representative of the Association shall meet with the Deputy Director or designee of the Director within seven (7) working days of presentation of the appeal. An answer, in writing, to the appeal shall be filed within seven (7) working days of the meeting.

Step Four. If the grievance is not satisfactorily settled in Step Three, after meeting with the Deputy Director of Public Safety or designee of the Director, the employee or the Association shall have the right to appeal, in writing, to the Director of Public Safety. The employee or the Association shall meet with the Director within seven (7) working days of presentation of the appeal. The Director's answer, in writing, shall be filed within seven (7) working days of the meeting.

Step Five. If the grievance is not satisfactorily settled in Step Four after meeting with the Director of Public Safety, the Association has the right to appeal, in writing, to the City Manager. The representative of the Association shall meet with the City Manager and/or his/her designated representative within seven (7) working days of the presentation of the appeal. The Manager's answer, in writing, shall be filed within seven (7) working days after the meeting.

Step Six. If the answer of the City Manager is unsatisfactory both the Association and the employee, the grievance may be submitted to a mutually agreeable Arbitrator. If the parties are unable to agree as to an Arbitrator within thirty (30) days, the services of the American Arbitration Association shall be used in making a selection. The decision of the Arbitrator shall be binding on both parties.

Cost of the Arbitration. If a grievance is submitted to an Arbitrator by the Association, under Step Six, the fees and expenses of such arbitration, including transcripts and stenographic services, shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of its own witnesses and exhibits.

15.6: Power of the Arbitrator. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement, nor shall he/she substitute his/her discretion for that of the employer or the Association where such discretion has been retained by the employer or the Association, nor shall he/she exercise any responsibility or function of the employer or the Association.

15.7: Time Limitation. All appeals under the Section must be made in writing within seven (7) working days after the decision has been made and communicated to the employee. If no appeal is taken within the time limit, the employee and/or the Association shall be deemed to have accepted the decision. Conversely, if an

answer in writing is not presented to the Association Representative, where required, within the prescribed time limit, then the matter shall be deemed to be settled in the Association's favor. Time may be extended by written mutual agreement of both parties.

15.8: Grievance Form. The Association shall furnish grievance forms. This form shall be used in filing a grievance. One copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Association and/or the employee will be required to submit all available information at each Step of the Grievance Procedure.

ARTICLE XVI
DISCIPLINARY ACTION

16.1: Types of Discipline. Disciplinary actions shall include only the following:

- A. Written Reprimand
- B. Suspension
- C. Reduction in rank accompanied by reduction in pay
- D. Discharge

The termination of a new probationary employee shall not be deemed Disciplinary Action.

16.2: Disciplinary Action Procedure.

- A. The employee shall have the right to have an Association Representative appear with him/her at every stage of Disciplinary Process.
- B. Before any disciplinary action is taken against an employee he/she shall be given an opportunity to state his/her position and offer any supporting evidence immediately available to his/her superior officer who is rendering such discipline.
- C. The charges and specifications which give cause to such discipline or discharge shall be reduced to writing by the supervisor recommending the action to the Director and copies shall be furnished, if the employee wishes, to the Steward and the member against whom the charges are brought. The

Association will receive notice of the final disposition of any disciplinary action.

- D. Such charges and specifications shall cite the specific Sections of Rules and Regulations, Orders and/or appropriate law or ordinance of this Agreement which the employee is alleged to have violated, and a copy will be given to the employee in writing.
- E. An employee shall comply with a written order to make oral or written statement concerning any complaint or charge brought against his/her. Such statements may be used against him/her in any disciplinary hearing. He/she shall be allowed the opportunity to obtain the advice of an attorney before making any such statement. Failure or refusal to give such a statement, regardless of the advice, shall be cause for dismissal.
- F. Officers suspended for charges are to be suspended without pay; however, officers may use accrued time and Bank time during their suspensions. When a final decision has been made, accrued time or Bank time charged in excess of any final penalty shall be restored.

16.3: Dispositions.

- A. The Director of Public Safety, upon review of the facts, may dispose of the matter in any of the following manners.

The Deputy Director of Public Safety, upon review of the facts, may dispose of matters and impose discipline, which includes Items 1 through 4 of the below disciplinary schedule.

1. Dismissal of the complaint, with the reinstatement of any lost time or benefits, if applicable.
2. Corrective Counseling
3. Verbal Reprimand
4. Written Reprimand
5. Suspension

6. Reduction in Rank
7. Discharge

Provided, however, that Corrective Counseling and Verbal Reprimand shall not be subject to Grievance.

- B. At such time the employee shall have two (2) alternatives:
1. Waive all rights to appeal and accept the discipline imposed by the Director or Public Safety or his/her designate; or
 2. To appeal same to the City Manager's Step of the Grievance Procedure.

Once the employee selects one of the above alternate methods of appealing a disciplinary action, such method of appeal shall be the sole and final method of appeal.

- C. In imposing discipline on a current charge involving minor offenses, the employer may base his/her decision on prior infractions which have occurred within the twelve (12) month period immediately preceding the alleged infraction. When prior infractions are directly related to the current charge, then they may be used regardless of the time of occurrence of such infraction.
- D. When imposing discipline on a current charge involving more serious offenses, the employer may base his/her decision on any other prior infractions without regard to the period of time between infractions.

16.4: Written Notice. Written notice shall be given to the Association by the employer of discipline which results in suspension or discharge within forty-eight (48) hours, excluding Sundays and holidays, of the imposition of such suspension or discharge.

16.5: Criminal Complaints or Charges. Whenever any complaint or charge shall be brought against any employee under such circumstances that if the facts alleged be true, the employee would be guilty of the commission of a crime or offense under State or Federal law, or a traffic violation involving the death or serious injury of a citizen, the following procedure shall be established for obtaining of statements in connection with said complaints:

- A. The employee shall be given a summary of the charges against him/her.
- B. Before he/she is interrogated or required to make any statements, he/she shall be allowed the opportunity to obtain the advise of counsel.
- C. Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the department.
- D. The order and the statement shall be considered a private record and shall not be made available, except under judicial subpoena, to any other agent or agency without the consent of the employee.
- E. Nothing in the foregoing procedure shall limit the right of the department to use such statement for department disciplinary purposes.
- F. It is understood and agreed that Association representation shall relate to and be afforded only with regard to any disciplinary proceeding. Any employee interfering in any capacity and/or any way with a criminal investigation shall be disciplined in accordance with the procedures set forth herein.

ARTICLE XVII
PUBLIC SAFETY DEPARTMENT PERSONNEL FILE

The Director shall be responsible for the privacy of such files. It is understood by both parties that the City Administration may review the files as permitted under State and Federal laws. The City shall maintain personnel files in compliance with "Employee Right-to-Know" statutes.

Any employee, by right, may review his/her own personnel file as to its total content except the background investigation, and files relative to an active internal affairs investigation in progress, upon written request to the Director.

ARTICLE XVIII
TELEPHONE NUMBERS AND ADDRESSES

All employees shall be required to give their home telephone numbers and addresses to the Director of Public Safety. Such telephone numbers and addresses shall be held in strict confidence and will not be given out to anyone except City

Administrators without the permission of the employee, and then only by a Command Officer.

ARTICLE XIX
OUTSIDE EMPLOYMENT POLICY

An employee of the City of Farmington may engage in outside employment or business activity in addition to his/her appointed duties as long as the activities are not incompatible with his/her duties and responsibilities with the Farmington Department of Public Safety. The employee shall receive prior written approval from the Director of Public Safety.

ARTICLE XX
WORK FORCE

The Director of Public Safety shall be the sole and final authority in determining the number of personnel assigned to any platoon, shift or other departmental function, activity or assignment, including, but not limited to, the number of personnel to be assigned to the patrol function.

Every effort shall be made to provide manpower necessary for the safety of officers and employees, especially when such employees are assigned to hazardous tasks such as, but not limited to, transporting known felons, arresting felons or firefighting duties. The Director or his/her designee shall determine, in each instance, the number and classification of the officers necessary for each hazardous assignment.

ARTICLE XXI
NORMAL WORK DAY

The work schedule, as adopted for patrol operations, shall consist of the twenty-eight (28) day work period as implemented on September 30, 1985 and as defined by the Federal Fair Labor Standards Act. Personnel will be normally scheduled to work a total of twenty (20) days in each work period. Employees shall select eight (8) days off in each twenty-eight (28) day period according to the following procedure.

DEFINITION: For the purpose of the schedule described, the term "leave day" shall be those days that an officer is regularly required to schedule off in each work period.

- A. Each officer must select a total of eight (8) days in each twenty-eight (28) day work period.

- B. Each officer must select four (4) days leave in each fourteen (14) days - (first half and second half of twenty-eight (28) day work period).
- C. Officer's assigned to a booster position, patrol division, will choose two (2) leave days and submit them to the Deputy Director thirty-two (32) days prior to the beginning of each work period. When these "pick" days coincide with a vacation or training it will be the responsibility of the members of the shift, including the afternoon shift, to ensure a supervisor and two (2) officers are working. Remaining days off for the particular period will be approved by the department.
- D. The Shift Commander shall have the option of selecting first, no more than two (2) days. Subsequently each officer will select up to two (2) day increments by seniority. After the initial choice, the Shift Commander and Officers shall select up to two (2) increments by seniority and rotate this system until each officer has selected eight (8) leave days.
- E. The Shift Commander and PSO-I assigned to the same shift may not overlap on leave days.
- F. A maximum of two (2) officers, on the same shift, may be off on a leave day at any one time.
- G. A maximum of two (2) Shift Commanders may be off on a leave day at any one time.
- H. A "leave day request" schedule shall be established on each shift and submitted to the Deputy Director's office no later than fifteen (15) days prior to the beginning of the twenty-eight (28) day period being scheduled.
- I. No more than two (2) sworn officers of any rank, on each shift, may be off duty on a leave day, vacation or other scheduled paid time off on any Friday or Saturday.

The Union shall conduct shift-bidding and submit completed lists to the Deputy Director not less than two (2) weeks prior to the end of each bid period as currently established. Each bid period shall consist of four (4) twenty-eight (28) day work periods. Shift bidding shall be done by seniority. No employee

deemed eligible to bid may work the same shift longer than two (2) consecutive bid periods (letter of addendum September 6, 1988).

Shift bidding shall not include the Detective Bureau or other special assignment positions.

Employees shall report to work fifteen (15) minutes prior to the beginning of the regular work shift for roll call, inspection and for briefing. The pre-shift period shall be considered as part of the normal work assignment and shall not be used in computing extra pay, except that it shall be recorded during each work period as required by the Federal Fair Labor Standards Act as it may affect the one hundred seventy-one (171) hour ceiling in the twenty-eight (28) day work period.

Each work day will contain one (1) twenty (20) minute lunch break and two (2) ten (10) minute coffee breaks. Officers will be permitted to take breaks subject to prevailing conditions and assignments, existing work load and emergencies as determined by their superior.

Employees shall remain on duty and in-service until the scheduled completion of each scheduled work day.

Any exceptions to the above provisions due to special assignments that prohibit the use of regular breaks while engaged in activities or assignments outside the department shall be negotiated.

The employer retains all present scheduling prerogatives, without regard to any "bidding" process including, but not limited to, the authority to assign, transfer, or otherwise place personnel within the schedule, alter hours worked, etc. for such reason as the employer may deem necessary.

ARTICLE XXII
SPECIAL ASSIGNMENT RELIEF

Employees assigned to special duties denying them the opportunity to take meal periods shall be provided relief from such duties whenever reasonable. Said relief to be provided at such times and such lengths as reasonable under the conditions surrounding such assigned duties; provided, however, that this provision shall not be effective where, in the opinion of the Director or his/her designee, such relief shall be harmful to the assignment.

ARTICLE XXIII
REGULAR DAYS OFF

The schedule, as adopted, consisting of twenty-eight (28) day work periods shall allow for an officer to schedule eight (8) days off during each period according to established procedure; however, that this provision shall not apply where any of the following circumstances or conditions exist:

- A. Where a change is necessary due to shift change or assignments.
- B. Where the change is to provide another shift with a specialized officer, such as a breathalyzer operator, photographer, etc.
- C. Where the change is necessary due to the promotion of an officer.
- D. Where the change is necessary to accommodate an extensive court appearance.
- E. Where the change is necessary due to a school or training requirement.
- F. Where emergency situations occur as determined by an appropriate departmental official which would require an adjustment of normal working schedules.

ARTICLE XXIV
CHANGES IN WORK SCHEDULE

24.1: Employees shall be notified at least twenty (20) hours prior to any change in their regular day off sequence, shift or assignment.

24.2: When computing days worked due to changes in the work assignment, the number of days worked in a twenty-eight (28) day work period shall be determined by counting backward to the beginning of the present work period and counting forward to the end of the present work period to determine the total number of days worked.

ARTICLE XXV
PLATOON ASSIGNMENTS

Members may be permitted to exchange days off provided such changes do not interfere or conflict with the normal operation

of the department, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the supervisors to whom assigned.

Members may be permitted to exchange platoon assignments provided such changes do not interfere or conflict with the normal operation of the department, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Director or his/her designee, and decisions concerning approval or denial shall be subject to the Grievance Procedure.

ARTICLE XXVI
REGULAR PAY PERIOD

It is hereby mutually agreed that members of the Bargaining Unit shall receive twenty-six (26) equal payments of their annual salary paid to them on a bi-weekly basis as provided for in this Agreement.

ARTICLE XXVII
PAY DAYS

The pay days shall be alternating Fridays. When a recognized legal holiday falls on a regular pay day, the pay day will be one (1) day earlier. The pay period shall cover the two (2) weeks prior to the Sunday preceding the pay day.

ARTICLE XXVIII
SENIORITY

28.1: Departmental Seniority. Departmental seniority, for the purposes of this Agreement, shall be defined as the length of employment in the Department of Public Safety as a sworn officer; provided, however that where the use of the term "seniority" is found in any Section of this Agreement relating to preference being given to any employee over another employee on the basis of seniority of the employees involved, such seniority shall be defined as the length of employment continued from the last date of hire/promotion in the rank of the involved employees. In determining seniority in accordance with the latter definition, any resulting of ties in the amount of seniority shall be resolved in favor of that employee placing highest on the eligibility list from which those tying employees are selected for placement in the particular ranks they presently occupy.

All sworn personnel presently in the employment of the Department of Public Safety above the rank of Public Safety Officer shall continue accruing departmental seniority in the rank of Public Safety Officer for a period of two (2) years beyond the effective date of this Agreement. Personnel promoted to a higher classification after the signing of this Agreement shall accrue departmental seniority in the rank of Public Safety Officer for the duration of their probationary period.

In computing the length of employment in the department, as stated in the first definition above, time spent apart from employment in the department service due to resignation, discharge, suspension and lay-off, shall not be included in such computation of length of employment in the department's service; provided, however, that in the case of any discharge or suspension it was later found that such discharge or suspension was improper and the employee concerned was entitled to reinstatement and/or compensation for the time spent on discharge or suspension, such time so spent shall not be deducted in computing length of employment in the department's service. Departmental seniority shall be considered in all matters except in the computation of vacation leave, pension credits and sick leave credits.

28.2: City Wide Seniority. City wide seniority, for the purposes of this Agreement, shall be defined as the length of employment in the City's service, regardless of the number of departments or classifications held by that employee. Total City seniority shall be used in computing vacation leave, pension credits, sick leave credits and longevity.

28.3: Loss of Seniority. An employee shall lose his/her seniority for the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. His/her absence for three (3) consecutive working days (voluntarily quit without notifying the employer). In proper cases exceptions may be made upon the employee producing convincing proof of his/her inability to give such notice. In such absence, the employer shall send certified written notification to the employee at his/her last known address that because of his/her unexcused absence he/she has voluntarily quit the department and is no longer in the employ of the City. It shall be the employee's responsibility and duty to provide

the City with a valid address for the purposes of receiving such notifications.

- D. If he/she does not report within ten (10) days after receipt of certified written notification to return to work after lay-off, reasonable extensions of this time period for good cause may be granted by the employer. All such notices shall be sent to the employee's last known address as provided for in subsection "C".
- E. Return from sick leave and leaves of absence will be treated in the same manner as subsection "C" above.
- F. If he/she is laid off during the terms of this Agreement for one continuous period equivalent of his/her seniority with a minimum of one (1) year.

28.4: Seniority of Stewards. Notwithstanding his/her position on the seniority list, the Steward in the event of a lay-off of any type, shall be continued at work as long as there is a job within the bargaining unit which he/she can perform and shall be recalled to work in the event of a lay-off to the first open job in his/her department which he/she can perform. The Steward shall be a permanent employee and shall have completed his/her probationary period in his/her current position.

28.5: Probationary Officers. A new employee shall be a probationary employee without seniority until he/she has been employed and actively at work for a period of twelve (12) months. Such probationary period shall not begin to run until all necessary training and orientation have been completed. Such training and orientation shall not exceed three (3) months in any event, and the total probationary period, training and orientation shall not exceed a total of fifteen (15) months. The work and conduct of a probationary employee shall be subject to the close scrutiny of his/her superiors and if, during evaluation, he/she is found to be below the standards satisfactory to the Director of Public Safety, he/she may be removed or demoted at any time during the probationary period. At the end of this period he/she may be either terminated or entered on the department-wide seniority list of the City as of the first day of employment, except that seasonal, temporary or part-time employees shall not acquire seniority.

The probationary period of a promotional position shall be twelve (12) months from the date of promotion. At any time while on probationary status the employee may be returned to his/her former rank at the discretion of the Director.

During the probationary period of promotional appointment, the probationary employee may, without prejudice, voluntarily revert back to his/her former classification.

All employees laid off or terminated at the discretion of the City shall not have recourse to the Grievance Procedure. The Association shall represent probationary new employees for the purpose of collective bargaining and other specified conditions of employment as set forth in Articles I, II and III of this Agreement, but shall not, directly or indirectly, appeal or grieve terminations or lay-offs of probationary new employees, unless for Association activities.

New employee probationary periods may be extended by the Director or Deputy Director. The extension of a new employee probationary period shall be reduced to writing and a copy thereof filed with the Association before the end of the regular probationary period. In no event shall any new employee probationary period be extended beyond six (6) months, except by the mutual agreement of the City and the Association.

ARTICLE XXIX
LAY-OFFS

29.1: Definition. A lay-off shall be defined as a process of reducing the number of full time employees of the Association, reducing the hours of work or compensation of such employees, or eliminating or abolishing any classifications of employees due to lack of work or lack of funds. Nothing herein shall limit the City in managing its affairs efficiently or economically or to determine the number of employees assigned to any particular job, assignment or operation.

The City will notify the Association of the necessity for the extent of a reduction in force and the reasons thereof as soon as the necessity for such action and the extent of the reduction in force is determined. The Association, upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the lay-off and any proposed alternatives.

29.2: Order of Lay-Off. If any condition arises which necessitates a reduction in the force in the Association, such reduction shall be made in the first instance by laying off temporary employees of the Public Safety Department. The selection of the temporary employees of the Department to be laid off shall be as determined by the City.

If a further reduction in the work force is required, probationary employees of the department shall be laid off in inverse order of their seniority.

If a further reduction in the force is required, seniority will be the determining factor in such lay-offs, if qualifications, experience, training and ability required by the job are equal, provided the employee retained has the present ability to perform the job. In such cases, the affected employees and the Association shall be given written notice of the determination and the reasons therefore.

The City shall notify affected employees within the Bargaining Unit fifteen (15) days in advance of a lay-off.

29.3: Order of Rehiring After Lay-Off. An employee shall be recalled from lay-off to the same classification and salary step he/she was on at the time of lay-off. Such recall shall be in the reverse order of lay-off. All employees who have been laid off shall be recalled from lay-off in accordance with this Section before any new employees are hired within the department.

29.4: Notice of Recall. When it becomes possible to increase present work force, all employees affected by such lay-off will be recalled in accordance to their seniority as defined in this Contract. Notice of recall shall be sent to the employee's last known address by registered or certified mail. The employee is required to report to work within ten (10) days from the date of receipt of such notice. Reasonable extension of this period of time for good cause will be granted by the employer.

ARTICLE XXX
UNEMPLOYMENT COMPENSATION

Members of the Bargaining Unit who shall qualify shall be entitled to benefits provided under the Michigan Employment Security Act. Further, members shall be subject to all other requirements as set forth in said statute.

ARTICLE XXXI
MEMBER DEATH

For the purpose of this Agreement, the death of an employee shall be considered as a termination of employment and subject to all conditions concerning such termination of employment as stipulated elsewhere in this Agreement; provided, however, that all pay, allowances and other benefits due such employee shall be paid to the employee's beneficiary. Where such employee has no

named beneficiary, payment shall be made to the deceased employee's estate.

ARTICLE XXXII
OVERTIME AND OVERTIME PAY

32.1: Officers shall be paid at the rate of time and one-half (1-1/2) their normal rate of pay for all overtime worked, with the following exceptions:

- A. Shift change adjustments for shift changes.
- B. Officer ordered to return to duty from a vacation or approved leave due to emergency conditions.
- C. Training time. Assigned police training shall be compensated with straight time for each hour spent in actual training. Effective July 1, 1991, training and staff meeting compensation will be at time and one-half their normal rate of pay, except as provided for in this article.

Officers may elect compensatory time for fire training and staff meetings at the time and one-half (1-1/2) rate.

Effective July 1, 1988, off duty fire training will be compensated at time and one-half (1-1/2) their normal rate of pay. Officers may elect compensatory time for fire training at the time and one-half (1-1/2) rate.

32.2: All paid overtime and compensatory time is to be rounded-off to the nearest one-quarter (1/4) of an hour and must have received prior approval/authorization for same from duty Supervisor (a court subpoena is considered overtime authorization as provided for in department procedures/regulations).

32.3: No compensation shall be made for the first one-quarter (1/4) hour worked after a normal eight (8) hour tour of duty unless time worked exceeds fifteen (15) minutes.

32.4: No compensation shall be made for training when off duty or on leave when such training is voluntary.

32.5: When required to attend training classes while off duty, the City shall have the option of compensating as outlined in Section 1, subsection C, or to grant days off prior to or

immediately upon the return from training schools if shift strength permits.

32.6: Department ordered shift changes which result in the officer working more than the normal number of hours or days in a work schedule shall be compensated for by either giving the individual affected an additional day off, or portion thereof, at the time of the shift change or, when this is not possible due to shift strength, granting compensatory time at the rate of an hour for an hour.

32.7: Officers shall have the option of electing to receive compensatory time instead of straight time pay for police training (overtime rate effective July 1, 1991). Compensatory time so granted will be placed in a COMPENSATORY BANK not to exceed forty (40) hours. Excluding all in-house training, officers shall notify the Director in writing at the time they are assigned to attend classes of their desire to exercise this option.

32.8: Officers shall be paid at the rate of time and one-half (1-1/2) his/her regular rate of pay for that time actually worked in excess of their normal eight (8) hour day while involved in fire fighting duties.

32.9: Officers on summer or winter furlough who are called to return to work shall be compensated at the rate of time and one-half (1-1/2) their normal rate of pay for a period not to exceed one (1) day. Said officers shall also receive credit for the first day worked towards future vacation time. All time worked beyond the first day shall be compensated at the regular rate and furlough time lost shall be credited towards future accumulated vacation time.

- A. Officers called back from a leave not a furlough, shall be compensated by receiving leave credits for all leave time lost or canceled.

This section does not apply to call backs of a limited nature, such as fires or other incidents; in such cases the call back provision of this Agreement shall apply.

32.10: Officers may be required to use all or part of their accumulated compensatory time at such time as they accumulate over forty (40) hours.

32.11: With regard to training assignments within or outside the department, compensation and travel shall be determined as follows:

- A. Compensation shall be made for each hour spent in actual training only, in any in-house or other

training located within a fifty-five (55) mile radius of the City of Farmington.

- B. Training assignments made to locations outside the fifty-five (55) mile radius which are one (1) day (six (6) hours or more) in length shall be compensated at a rate of straight time for each hour spent in training, plus travel to and from such location in excess of one (1) hour each way.
- C. Training assignments made to locations outside the fifty-five (55) mile radius which are more than one (1) day in duration shall result in an agreement being made by a simple majority of the employees involved and the Director as to overnight lodging and meal allowance prior to the training program. Compensation for each day of such training shall not exceed eight (8) hours per day of the scheduled program/course.

32.12: Officers shall be compensated a minimum of two (2) hours his/her time and one-half (1-1/2) rate for off duty assignments related to public relations and/or crime prevention, unless such assignment is contiguous to his/her normal work day. In that case the employee shall be compensated in accordance with the section for the actual hours worked.

ARTICLE XXXIII
EQUALIZATION OF SCHEDULED OVERTIME

Scheduled overtime shall be offered as follows:

The employee with the lowest number of overtime hours on the shift preceding the vacant shift shall be offered the total number of hours of work on the vacant shift; if he/she refuses, the work will be offered to the next highest on the overtime list, etc.

If the hours are not filled voluntarily, the low overtime person shall be assigned the first half of the total vacant hours; provided, however, that this procedure shall not apply when calling in personnel to fill shift vacancies during the second half of any shift. In such cases the employee with the lowest number of hours of overtime shall be assigned, unless he/she cannot be located or can show good cause for not being able to report for duty, in which case the work will be assigned to the next highest on the overtime list, etc.

The overtime equalization list shall be maintained by the Association and available to the Shift Supervisor at all times.

In such cases where specialization, rank or classification are needed to carry out departmental operations, the provisions of this Article shall not apply, and the vacancy shall be filled by an individual of like specialization, rank or classification.

No employee shall refuse or fail to report for any assignment, including overtime, when scheduled and/or ordered by a Public Safety Supervisor.

The equalization provision shall apply only to non-emergency, non-scheduled overtime.

ARTICLE XXXIV
COURT TIME

34.1: Officers off duty who shall be required to attend court shall be compensated a minimum of two (2) hours (2-1/2) hours for Circuit Court) at the rate of time and one-half (1-1/2) their regular rate, for time actually spent in court, with the exception that if court time is contiguous to the officer's regular shift, the officer shall receive for that period of time actually spent in court prior to or after a normal work period, and the two (2) hour minimum pay shall not apply. This provision shall apply to Circuit Court, District Court, Probate Court, or any hearing established by the State of Michigan at which the attendance of the officer is required.

34.2: Officers shall have the option of electing to receive compensatory time instead of overtime pay, with the approval of the Director of Public Safety or his/her authorized representative.

34.3: Paid overtime shall be rounded off to the nearest quarter (1/4) of an hour.

34.4: Officers shall be prohibited from receiving compensation for appearance from more than one source, and any compensation or reimbursement from other sources paid to the officer for appearance shall be turned over to the City Treasurer.

34.5: It shall be the responsibility of each officer to know what cases or hearing have been scheduled requiring his/her appearance. It shall further be the responsibility of each officer, prior to submitting requests for leaves on the date and time of a scheduled court case for hearing, to reschedule said court case or hearing for such time when the officer shall be available, whenever practical, on a normal day shift.

- A. Requests for time and one-half (1-1/2) compensation where this procedure has not been followed by the officer may be denied, and compensation may be directed in the form of compensatory time by the Director of Public Safety or his/her authorized representative.

ARTICLE XXXV
CALL BACK

35.1: Public Safety Officers shall be reimbursed at the rate of time and one-half (1-1/2) their normal rate of pay for a minimum of three (3) hours for all fire callbacks. Public Safety Officers called back to duty for any police duty shall be reimbursed at time and one-half (1-1/2) their normal rate for a minimum of two (2) hours.

35.2: Officers called back contiguous to their regular shift shall be paid at the rate of time and one-half (1-1/2) for that time actually worked, rounded-off to the nearest quarter (1/4) of an hour. However, if the call back is contiguous to the officer's normal shift, the officer may be released after their assigned hours of work, with supervisor approval, and there shall be no extra compensation.

- A. Determining time started on call back for fire fighting shall be computed from the time the call back is initiated, rounded off to the nearest quarter (1/4) of an hour.
- B. Determining time started on all other call backs, shall be computed from the time the officer reports to the front desk.
- C. All officers shall be responsible for checking in and out at the front desk or established command post when responding to a call back.

35.3: Officers shall not be compensated by this provision when they have received notice of a change in their normal work schedule twenty (20) hours prior to the new work schedule.

35.4: Officers attending training sessions, meetings and other compensated activities while off duty shall be required to respond to any police and fire emergency, and shall be compensated at the rate of time and one-half (1-1/2) for hours spent. Such emergency response shall not be considered as a call back response.

35.5: Officers are not authorized to act in an off duty capacity outside the corporate city limits of the City of Farmington. Officers acting in such capacity shall do so at their own risk and peril, and only under situations where citizen arrest authority has been invoked. Officers who are off duty and become involved in any incident within the city limits of Farmington which requires their attendance and assistance shall take appropriate action and shall be compensated at time and one-half (1-1/2) for the time spent. Further, any officer becoming involved in any incident outside of the City of Farmington shall report such involvement immediately to the supervising officer on duty and shall be compensated at the rate of time and one-half (1-1/2) for the time spent in completing the necessary or required reports. If the incident requires that other off duty officers be returned to duty to aid in the handling of the incident, the off duty officer shall be compensated in accordance with the terms of this Article.

ARTICLE XXXVI
STAND BY TIME

36.1: Stand by pay, at the rate of fifteen (\$15.00) dollars for every twenty-four (24) hours, shall be paid to those officers off duty or on a scheduled leave, approved leave or vacation leave and placed on emergency stand by for a period in excess of one (1) hour in any given twenty-four (24) hour period.

36.2: Officers on scheduled leave, vacation leave or assigned to the afternoon shift, midnight shift and off duty, who are placed on Stand By for court, shall be compensated by receiving fifteen (\$15.00) dollars in stand by pay with the following exceptions:

- A. Prior to going on a vacation or approved leave, officers shall notify the court and make every effort to reschedule all court cases. Failure to do so shall result in denial of request for Stand By pay.
- B. Officers placed on Stand By and then called in to court to testify shall receive compensation as outlined in Article XXXIV, and the provisions of this Section shall not apply.

36.3: Officers placed on Stand By for court must notify the Deputy Direction or the Day Shift Commander of the fact that he/she has been placed on stand by on the morning of each day that he/she is placed on stand by for court purposes.

36.4: Officers assigned to the Investigation Division and scheduled to Stand By duty shall receive one-half (1/2) day per

month in leave time. The leave time granted in this section shall be the only compensation granted for Stand By duty to officers assigned to the Investigation Division.

ARTICLE XXXVII
EDUCATIONAL LEAVE

Upon the recommendation of the Director of Public Safety and the approval of the City Manager, a leave of absence, without pay, may be granted to employees seeking to further their education and/or their occupational skills which, in no event, shall exceed one year. Educational leaves of absence shall only be granted under reasonable circumstances where such will be in the best interest of the City as determined by the City Manager. In each case the employee requesting such educational leave shall indicate, in writing, his/her intention to return to duty with the City of Farmington upon the termination of the said leave. Vacations, holidays, sick leaves and other fringe benefits shall not accumulate during such leave. However, an educational leave will not be considered an interruption of continuous service for the purpose of eligibility for benefits after return to work, and the employee shall retain any benefit accrued up to the date of the educational leave.

ARTICLE XXXVIII
PREGNANCY

Whenever an employee becomes aware of her pregnancy, and in no event later than the end of the third month of pregnancy, she shall furnish the Director of Public Safety with a certificate from her physician stating the approximate date of delivery, that she may continue on full duty, and the length of time she may continue to work. Thereafter, upon request of the Director of Public Safety, she shall furnish an additional certificate containing like information every thirty (30) to forty-five (45) days.

Employees who are unable to work full duty due to pregnancy shall be required to produce medical certification as to their inability to work. Employees shall be entitled to receive any additional benefits as may be provided under State and Federal statutes.

Pregnancy shall be considered an illness under the sick leave provisions of this Agreement as provided in Article XLVI.

An employee shall, with written approval of her physician, return to work after termination of pregnancy.

ARTICLE XXXIX
FUNERAL LEAVE

An employee may be granted a maximum of three (3) days leave with pay due to death in the immediate family. Immediate family shall be defined to include parents, parents of a current spouse, spouse, children, brothers, sisters, sisters or brothers-in-law, grandparents, grandchildren, step-children of a current spouse or other relatives living in the employee's home. An additional leave, chargeable to the employee's sick leave, may be granted due to death of the current spouse or children when approved by the Director of Public Safety.

Further, upon the recommendation of the Director of Public Safety and the approval of the City Manager, employees may also be granted up to the one (1) day leave with pay for the purpose of attending funerals of other close relatives, with said time being chargeable to the employee's sick leave account.

ARTICLE XL
PHYSICAL AND MENTAL ILLNESS

If a permanent employee is off for any period of time due to a physical or mental illness, the employee may be granted, upon the recommendation of a physician and the approval of the City Manager, a leave of absence without pay not to exceed one (1) year; said leave to be without pay or benefits.

ARTICLE XLI
FAMILY ILLNESS

If a permanent employee has a prolonged illness in his/her immediate family, defined in this case only to include the spouse or children of the employee, said employee will, upon the recommendation of the Director of Public Safety and the approval of the City Manager, be granted a leave of absence for such period deemed necessary by the City Manager. Hospitalization, life insurance and seniority shall continue during the leave, not to exceed three (3) months.

Employees may use accumulated leave credits and no more than fourteen (14) sick days after all other leave has been exhausted. After all leave and allowable sick credits are exhausted, said leave shall be without pay or benefits.

ARTICLE XLII
EMERGENCY LEAVE

In the case of serious illness in the employee's immediate family, (wife, husband, brother, child, sister, parent, parent-in-law) the regular employee may be granted a leave of absence with pay not to exceed three (3) days upon the recommendation of the immediate supervisor and the approval of the City Manager. This emergency leave is chargeable to sick leave credits. Provided, however, that any emergency leave requests in excess of one (1) for each calendar year will be subject to the expressed approval of the Director of Public Safety whose decision in such matters shall be final.

For the purpose of this Article, a serious illness shall be defined as an illness or injury requiring hospitalization surgery or other intensive medical care and shall be granted only during the period of actual hospitalization.

ARTICLE XLIII
MILITARY LEAVE

Leave of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purposes of fulfilling their annual field training obligations. Application for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his/her orders. Employees who are ordered to report for annual field training hereunder shall present evidence that they reported for and fulfilled such obligations. Such regular military training leave shall not exceed a period of two (2) weeks (ten (10) regularly scheduled working days) in any one calendar year.

ARTICLE XLIV
VETERAN RIGHTS AND BENEFITS

An employee who has been in the Armed Services of the United States under military leave from the City of Farmington and is released or discharged from duties under honorable conditions, and makes application for reemployment within ninety (90) days after such separation or from hospitalization continuing after separation for a period of not more than one (1) year, shall be entitled to all the privileges, benefits and rights as provided under the Military Selective Service Act (USC 50 451).

ARTICLE XLV
DUTY DISABILITY LEAVE

45.1: A duty disability leave shall mean a leave required as a result of the employee incurring a compensable illness or injury while in the employ of the City covered by the Michigan Workmen's Compensation Act.

45.2: In order to be eligible for duty disability leave, an employee shall: immediately report any illness or injury, however minor, to his/her immediate supervisor and take such first aid or treatment as may be recommended, or waive such first aid or treatment in writing.

45.3: Employees on duty disability leave shall not accrue benefits or leave.

45.4: Permanent or probationary employees who are unable to work as a result of an injury or illness sustained in the course of employment with the City shall receive duty disability pay as follows:

- A. The City shall provide one hundred percent (100%) of the employee's regular weekly gross pay to a total of fifty-two (52) weeks.

There shall be no duplication of benefit. The benefit stated above shall be reduced by payments or income received from Workers' Compensation or other City paid insurance or supplementary compensation programs.

The City shall have the option of requesting the Employee's Retirement Board of Trustees consider the employee for disability retirement if the employee is unable to return to work after twelve (12) months of disability or illness leave.

The employee shall cooperate in whatever medical examinations are required to determine his/her fitness to return to work.

45.5: An employee who is being treated for duty disability injury may be treated for such injury during regular working hours and will be compensated at his/her regular rate of pay. He/she shall report promptly to work once the appointment is completed.

45.6: Employees shall not be entitled to more than one (1) fifty-two (52) week duty disability leave arising out of the same injury or illness, or any recurrence of any injury or illness for

which the employee has already received benefit under the provisions of this Section.

45.7: It is understood and agreed that due to the relatively small size of the agency and expectation that all Bargaining Unit employees perform the full range of public safety duties, all references to return to work/duty contained herein shall mean FULL DUTY and that no provision for LIMITED DUTY AND/OR LIGHT DUTY will be made. An individual's ability to perform FULL DUTY is deemed a medical decision subject to the applicable provisions of the Agreement.

45.8: The Association and the City shall establish a duty disability trust fund for the purpose of paying continuing medical insurance for disabled employees.

The rules of the trust fund shall be established by the board of trustees which shall consist of two (2) representatives from the City who shall be members of the Council appointed by the Council and the City Manager; the president and the vice president of the officers association. In the case that the command officers wish to participate in this trust fund, then the president of both the association and the union shall be the officer representatives. Funding for the trust shall be provided for in the following amount:

Each officer shall be assessed \$5.00 per month and the City shall contribute \$5.00 for each officer in the department covered by this contract. The fund shall be dispersed in accordance with the benefit schedule established by the board of trustees.

The fund will be used to pay the differential between the Article LIII (Medical Insurance) benefit level and 100%. In the event the fund is insufficient to pay the cost than the city and employee(s) contribution rate will be increased to a level sufficient to pay the costs.

ARTICLE XLVI
SICK LEAVE

46.1: Eligibility. Sick leave benefits shall be granted to all full time permanent members of the Association by the City. Sick leave shall not be considered a privilege which an employee may use at his/her discretion, but shall be allowed only in case of necessity and actual illness or disability of the employee. A member of the Association shall work for the City at least six (6) months before being allowed to take advantage of sick leave. After

this term of employment has expired, accrual and accumulation of sick days shall be computed beginning as of the date of employment. Except for job incurred disabilities, an employee with less than six (6) months service who is absent because of illness shall be without pay.

46.2: Accumulation of Sick Leave Credits. Sick leave credits will occur at the rate of one (1) per month until the employee has accumulated ninety (90) days. Thereafter, Sick Leave credits will occur at the rate of 6.5 hours per month up to a maximum of one hundred fifty (150) days.

46.3: Accumulated Sick Time Compensation. The City shall compensate the employee at the time of his/her retirement for their accumulated sick leave credits according to the following scale:

- A. 1 hour to 320 hours reimbursed at 33-1/3%.
- B. 321 hours to 640 hours reimbursed at 50%.
- C. 641 hours to 960 hours reimbursed at 66.6%.

Reimbursement shall be at the employee's current, normal rate of pay and there shall be no compensation for any leave credit in excess of 960 hours.

46.4: Certification of Illness. It is the joint goal of the City and its employees to eliminate any and all unauthorized or unnecessary sick leave among employees and to prevent abuses of the sick leave program. In order to provide a viable policy as to the use of sick leave, the following guidelines are hereby placed into effect.

- A. Employees who shall establish a pattern of sick leave abuse shall be required to provide medical certification as to future illnesses. The employer, upon establishing a pattern of sick leave abuse, shall notify the employee of the requirement of providing medical certification as to future illnesses.
- B. Whenever an officer is absent due to illness for a period in excess of three (3) consecutive working days, said officer may be required to provide medical certification as to their fitness to return to work. Such certification may be at the officer's expense from a doctor of the officer's choosing. Provided, however, that where the Director of Public Safety or his/her designee may have personal knowledge or information concerning

the member's illness or injury, the requirement of medical certification may be waived by said department head.

- C. Whenever an officer becomes ill or injured while in the employ of another employer or while the member is self-employed, and such injury or illness is compensable under the Michigan Worker's Disability Compensation Act, then, and in such event, the employee shall not be eligible for sick leave benefits through the City. If the member is not eligible for Workers' Compensation benefits, he/she shall be eligible for City sick leave benefits. It shall be the obligation of the officer to immediately report any off duty employment related injuries or illnesses.
- D. All officers, immediately upon the return from a sick leave absence, shall be required to fill out a sick leave form which shall be provided by the City. This form shall include a place for the officer to indicate the nature of their illness or reason for sick leave. Falsification of the sick leave form shall subject the officer to disciplinary action.
- E. At any time an officer is on sick leave for three (3) days or longer, the City may employ a physician of the City's choosing and at the City's expense, to examine such officer for the purpose of determining the nature of the injury or illness. If the officer is under the care and treatment of his/her own personal physician, the officer may consent to the release of such medical information by his/her physician to the City.
- F. A certification of illness or injury from a physician of the Director's choosing and at the City's expense may be required by the Director as evidence of illness or disability before compensation for that period of illness or disability is allowed whenever a suspected abuse of sick leave exists.

46.5: Reporting Illness or Injury. Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty not later than one (1) hour before starting time of his/her particular shift on the first day of absence and daily thereafter if not hospitalized.

46.6: Exhaustion of Sick Leave. Any employee who has taken and used all of his/her accrued sick leave may elect to have additional lost time charged against and deducted from his/her earned leave and/or compensatory time rather than receive a loss of pay for such additional time lost. In accordance with the provisions of this Agreement, no member having sufficient sick time days accrued to cover any time lost shall suffer any loss of pay for regularly scheduled work, allowances or other benefits where such time lost is due to illness, injury or other conditions relative to his/her health.

Where a member has exhausted all his/her accrued sick leave and must continue to lose time from work, such member shall be placed on a medical leave of absence and shall be retained on the employment list of the City for one (1) year following the date such member exhausted his/her last accrued sick leave day. At the end of such one (1) year period, such member's name shall be placed on the top of the eligibility list for his/her classification upon the date of his/her recovery. Time limit for recovery and replacement on the top of the eligibility list shall be within twelve (12) months following the date of removal from the City's employment list, regardless of the member's age.

When, and in such event, that a medical authority acceptable to the City determines that the employee's disability, injury or disease is total and permanent and that there remains no reasonable likelihood that the employee may return to his/her employment, the employee shall be removed from the employment rolls of the City at that time. The question of disability may be raised either by the City or the employee. In the event that the employee, or his/her representative, submits medical evidence contrary to the opinion of the City's physician, the City's physician and the employee's physician shall select a third and impartial physician to make an examination and render an opinion concerning the employee's total and permanent disability. The findings of the impartial physician shall be conclusive and binding on both parties to this Agreement.

46.7: Workmen's Compensation Claims. There shall be no charges made against a member's accrued sick leave where a member has suffered lost time due to illness, injury or other conditions relative to his/her health as a result of his/her employment with the City and such illness, injury or other condition relative to his/her health is compensable under the Workmen's Compensation Act of the State of Michigan.

46.8: Illness While on Leave. In the event that an employee becomes ill or is injured while on a scheduled vacation and would otherwise be eligible for sick leave under Article XLVI Sick Leave, the employee may cancel his/her vacation and use his/her

accumulated sick leave credit. The City may require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for such illness or injury.

46.9: Miscellaneous Requirements. Every employee who is off duty due to injury or illness shall remain at his/her place of residence unless hospitalized or has notified the City otherwise.

It is understood and agreed that due to the relatively small size of the agency and expectation that all Bargaining Unit employees perform the full range of public safety duties, all references to return to work/duty contained herein shall mean FULL DUTY and that no provision for LIMITED AND/OR LIGHT DUTY will be made. An individual's ability to perform FULL DUTY is deemed a medical decision subject to the applicable provisions of this Agreement.

ARTICLE XLVII
MEDICAL EXAMINATIONS

47.1: It shall be the responsibility of each member of the Department of Public Safety to keep himself/herself in the proper physical condition to enable him/her to carry out the normal functions of the Public Safety Officer. An employee may be required by the City to take a physical examination upon recommendation of the Director of Public Safety.

47.2: The employee may be required by the City physician to submit to a psychiatric examination upon the recommendation of the Director of Public Safety whenever the employee's behavior may be detrimental to the safety of any person.

ARTICLE XLVIII
HOLIDAYS

The following days shall be designated as holidays:

Day before New Year's Day
New Year's Day
Martin Luther King (05/01/92)
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving

Day before Christmas Day
Christmas Day
Employee's Birthday

On May 1st (ANNUAL CREDITING DATE) employees assigned to shift operations shall have the above holidays, totalling eleven (11) days, credited in advance to their Leave Bank. Effective May 1, 1992, one (1) additional holiday shall be added; recognizing Martin Luther King, for a total of twelve (12) holidays.

Officers working on a holiday shall receive an additional one-half (1/2) their regular base rate of pay times their hours worked on the holiday as compensation during the first eight (8) hours worked by the employees on the holiday.

Should an employee work more than eight (8) hours on the holiday, as defined, that actual time worked on the holiday over the eight (8) hours, shall be compensated an additional one times their regular base rate of pay. For purposes of this provision, a holiday will be deemed to commence on 12:01 a.m. on the holiday and continue for the ensuing twenty-four (24) hour period.

New officers or officers who are permanently assigned to shift operations between annual crediting dates shall have advanced to their Leave Bank the number of holidays remaining from the date of their assignment through the next annual crediting date.

Employees leaving the employ of the City between annual crediting dates shall be deducted from their final pay any holidays that have been used but unearned prior to separation.

Employees not assigned to shift operations shall take the above listed holidays off as they occur, and said holidays shall not be advanced to any Leave Bank.

Except in the following situations, all holidays shall be observed on the actual calendar date of their occurrence. For those employees whose assignment enables them to have every Saturday as a regular day off, the calendar date of that holiday shall be ignored and the preceding Friday shall be designated as the holiday. For those employees whose assignment enables them to have every Sunday as a regular day off, any holiday that has a calendar date falling on a Sunday, the calendar date of that holiday shall be ignored and the succeeding Monday shall be designated as the holiday.

Employees may elect to receive compensation in the form of straight pay on the last pay day in the month of November for no more than two (2) holidays that have been accrued. The City may offer and the Association employees may elect to receive straight

time pay for an additional four (4) holidays per contract year, also paid in the month of November. The Director or Deputy Director shall be notified prior to November 1st by those employees wishing compensation in the form of pay.

ARTICLE XLIX
VACATION - ANNUAL LEAVE

All employees shall be granted annual leave in accordance with the following provisions, and while absent from work while on such annual leave days shall receive all pay, allowances and other benefits just as though the employee were working a regular shift.

Annual leave shall be computed on the basis of the May 1 calendar year and for consecutive service. CONSECUTIVE SERVICE for the purpose of administration of this provision shall mean employment uninterrupted by resignation or discharge.

One (1) to five (5) years service - Ten (10) days vacation
Six (6) to ten (10) years service - Fifteen (15) days vacation
Eleven (11) years to nineteen (19) years of service - Twenty-two (22) days vacation
Twenty (20) years of service and over - Twenty-four (24) days vacation

It is hereby understood and agreed that May 1st each year is the cut-off date for computing vacation leave credits.

New employees shall become eligible for vacation after they have been employed a period of six (6) months. They shall accumulate credits at the rate of five-sixth (5/6) of a day vacation for every month of service until the succeeding May 1st.

ARTICLE L
VACATION/LEAVE BANK USE

Employees may select four (4) or five (5) day vacation blocks for a twelve (12) month trial basis. This twelve (12) month trial period shall consist of the first three bid periods occurring after the contract effective date that employees select vacations. At the end of this trial period, the department shall determine if additional overtime was created by the change from the four (4) day block to the five (5) day block. The City shall retain the right to return to the four (4) day block requirement if additional employee overtime was required.

Each May 1st (ANNUAL CREDITING DATE) employees shall have deposited in their Leave Bank, in advance, all vacation days and holidays due them in the succeeding year.

BLOCK TIME. For those employees assigned to the twenty-eight (28) day work period, the length of each individual required "Vacation Block" shall be four (4) days at the applicable number of hours per day.

Employees working the twenty-eight (28) day work period, with ten (10) years or less seniority, shall be required to schedule four (4), four (4) day blocks of vacation leave. All required vacation must be scheduled and used by the employee prior to the annual crediting date each year.

Employees working the twenty-eight (28) day work period schedule with eleven (11) or more years of seniority shall be required to schedule five (5) four (4) day blocks of vacation leave. All required vacation must be scheduled and used by the employee prior to the annual crediting date of each year.

For those employees assigned to the five (5) day, forty (40) hour, work week, each individual "Block" shall be five (5) days.

Any forty (40) hour, five (5) day week employee shall schedule a total of not less than sixteen (16) days as BLOCK TIME, or such time as provides an approximate equal number of single days available with all of the members of your Bargaining Unit. The BLOCK TIME shall include one (1) summer and one (1) winter Block taken as a furlough of not less than five (5) days each. A THIRD BLOCK of five (5) or six (6) days to achieve a BLOCK TIME TOTAL of sixteen (16) days shall be scheduled, either in a summer or winter vacation at a time which is mutually convenient to the employee and the department, or in such other manner as to provide an approximate equal number of single days available with all other members of your Bargaining Unit.

New employees are prohibited from using Leave Bank credits until they have completed at least sixty (60) days of service following graduation from the Police Academy.

Employees shall receive credit for a month's work for every month in which they work or receive compensation for ten (10) work days. Time lost by an employee by reasons of absence without pay or time otherwise not worked or paid for shall not be considered in computing earned credits for vacation leave.

VACATION SCHEDULING/BIDDING PROCEDURE. Vacation schedules shall be set up by the Director to permit the continuing operation of all department functions without interference.

Employees will be given preference according to city-wide seniority in selecting one vacation.

All requests for a second vacation shall be assigned according to city-wide seniority only after all departmental employees have been given preference for their first vacation selection.

Any employees requesting a third vacation shall receive preference according to city-wide seniority only after all departmental personnel have received preference in their second vacation selection.

Vacation "Blocks", as provided, shall be administered as follows for employees assigned to the twenty-eight (28) day work period:

- A. No less than one (1) block per bid period shall be taken.
- B. No employee shall be allowed to schedule more than two (2) vacation "Blocks" in any bid period until all other employees have been afforded the opportunity to schedule a vacation of one (1) or two (2) "Blocks".

Five (5) day, forty (40) hour employees, insofar as they are frequently reassigned to patrol duties, shall be included in the patrol shift vacation schedule as determined by the Deputy Director.

Vacation periods shall be designated by the dates applicable to the appropriate bid period. Vacation request forms shall be distributed no less than one (1) week prior to the end of the current bid period.

The Association shall conduct the shift-bidding for each forthcoming bid period and submit completed lists to the Deputy Director not less than two (2) weeks prior to the end of the current bid period.

- A. No more than one (1) individual from any one shift shall be granted a furlough at any one time.
- B. No more than two (2) Command Officers shall be granted a furlough at any one time.

- C. No more than five (5) Public Safety employees shall be granted a furlough at any one time.

Employees failing to select vacations on or before the submittal date shall be assigned vacations by the Director.

VACATION CANCELLATION AND EMERGENCY LEAVE. Personnel shall be permitted to cancel a scheduled vacation if written notification is submitted to the office of the Director at least thirty (30) days in advance of the scheduled vacation. No advance notice of canceled vacation is required when an emergency exists. An emergency shall be an illness or death in the immediate family as defined in Article XXXIX, FUNERAL LEAVE, and Article XLII, EMERGENCY LEAVE, or conditions or circumstances not of the employee's own doing, such as the cancellation of a charter flight. Such emergencies shall be evaluated and the reasonableness shall be determined by the Director.

Cancellation provisions of the Agreement, with regard to scheduled vacation "Blocks", shall be rigidly enforced, and the Association acknowledges the disruption and difficulty in attempting to reschedule such leave and agrees to assist in the efficient administration of the schedule.

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

- A. Any regular employee who gives notice (ten (10) working days) regarding termination of employment with the City shall be entitled to his/her regular pay for any unused portion of time as of the date of separation.
- B. Any regular employee who is placed on indefinite layoff or separated from the City for reasons other than disciplinary action shall be paid his/her accrued and unused vacation time.
- C. An employee who has served six (6) months, but less than one (1) year with the City, and enters military service shall be allowed vacation time at the rate of five-sixths (5/6) of a day per month paid to him/her at the time he/she leaves the City to enter military service.

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

- A. If any employee separates himself/herself from the City by reason of absence without leave.

- B. If any employee fails to give at least ten (10) working days notice in advance of termination date.
- C. If a probationary employee leaves the employ of the City before completing his/her probationary period.

CARRY OVER AND INDIVIDUAL DAY USE. Employees may carry over five (5) leave days into the next Annual Crediting Period. Any number of leave days in excess of the number allowed to be carried over shall be dropped from the Leave Bank on each Annual Crediting date.

All remaining leave days not scheduled as vacation shall be taken off at the employee's request with the approval of the Director or his/her designee no less than forty-eight (48) hours prior to the start of the leave. Any conflicts arising shall be resolved by seniority. In the event a conflict arises between the same employees in the same work period on more than one occasion, then the benefit of the off time shall be granted on a rotating basis.

"Leave Bank" credits may be used, in increments of not less than one (1) hour, to be deducted from those hours available for "single day" use.

No leave time of any type will be advanced. Each employee shall be responsible for ensuring that sufficient leave credits are available prior to use. Any leave time taken in excess of time available shall result in the loss of pay for said time.

The employer shall make available to each shift, on not less than a monthly basis, a roster containing the leave bank balance of each officer.

Vacation Leave, Holidays and Sick Leave, as provided, shall be converted to hours, and use of such leave shall be charged on the basis of the individual officer's scheduled work day.

ARTICLE LI
PROVISIONS FOR POLICE PROFESSIONAL LIABILITY INSURANCE

The City shall provide, at City expense, Police Professional Liability Insurance to members of the Bargaining Unit. Such insurance shall provide for the costs of defense and the payment of judgments awarded against employees as a result of any civil action for personal injuries or property damage caused by the employee while in the course of his/her employment and while acting within the scope of his/her authority.

It is hereby mutually agreed that the terms of this provision shall be contingent upon the City's ability to obtain such insurance at reasonable insurance premiums. When, and in the event that it should be determined that the City is unable to obtain the aforesaid insurance at reasonable premiums, the City shall immediately notify the Association of the circumstances; and further, agrees to discuss alternate solutions to the problem.

The policy limits of such Police Professional Liability Insurance shall be established by the City. Any change in coverage, either as to the policy limits presently existing or the nature of the coverage shall be communicated to the Association in accordance with the provisions of this Article.

ARTICLE LII
LIFE INSURANCE

Life insurance shall be provided in an amount equal to the employee's annual salary, rounded off to the nearest thousand, fully paid by the City.

The employee may elect an additional amount of coverage equal to his/her annual salary, rounded off to the nearest thousand; the premiums for such additional coverage shall be paid by the employee on a monthly payroll deduction basis.

Said life insurance coverage shall be continued in full force for all employees on sick leave.

ARTICLE LIII
MEDICAL INSURANCE

The City shall provide fully paid to each employee, his/her spouse and children, until the 31st of December of the year of their nineteenth (19th) birthday, with Michigan Blue Cross/Blue Shield Medical and Hospitalization Insurance, P.P.O. Plan with prescription rider (\$3.00 co-pay) and Master Medical.

The P.P.O. Plan provided is the Blue Preferred Plan and includes such riders as provided in the contract between the City and Michigan Municipal League #63248-660 dated August 6, 1990 unless changed by Blue Cross/Blue Shield.

The City may offer alternative health plans including, but not limited to, HMO type plans. If an employee elects to participate in an alternative health plan such employee may be required to pay the difference in cost between Blue Cross/Blue

Shield P.P.O. Plan - Blue Preferred Plan, as provided for in this section and the plan selected by the employee.

It is understood by the Union, that the City has the right to exercise the provisions of this current contract, hereby, requiring all employees to accept the medical and hospital insurance provided by Michigan Blue Cross and Blue Shield.

The City, in its sole discretion, shall determine the carrier of health insurance coverage. In the event that the City shall change its hospitalization carrier, such new carrier shall be required to provide the benefits equal to or better than provided herein. Provided however, that nothing herein shall be construed to prohibit the City and the Association from negotiating different coverage than the present plan provides.

- A. Retirees Health Insurance. Effective July 1, 1988, the City shall provide health insurance to all retirees and their spouses. The City shall pay part or all of the cost of such insurance, depending upon the employee's years of service with the City prior to retirement. The following schedule shall determine the City's contribution to said cost, under the provisions of this Section:

Work incurred disability (total and permanent) with less than 10 years of city service	40%
10 years to less than 15 years of service	50%
15 years to less than 20 years of service	60%
20 years or more of service	100%

All retirees, present and future, and their spouses, shall receive such benefits for so long as either of them shall receive benefits through the City of Farmington Employee's Retirement System. Such benefits for the spouse shall continue only until their death or remarriage, whichever shall occur first.

Eligible employees and their spouses shall be required to participate and pay the cost thereof in any and all Federal health care programs which are afforded to persons over sixty (60) years of age.

B. Optical Expense Reimbursement Plan

Section 1: The optical reimbursement provided is for expenses which occur after July 1, 1983.

An employee who is employed for at least six (6) months and thirty (30) hours or more per week is eligible to be reimbursed, as provided in this Section, for optical expenses paid for by the employee for the employee or his/her dependents. The definition of EMPLOYEE DEPENDENT shall be the same as defined in the Blue Cross Policy.

Section 2: The employee is to pay for the first twenty-five (\$25.00) dollars for any optical expense that occurs within the applicable benefit period. After this twenty-five (\$25.00) dollar deductible, the City will reimburse an eligible employee one hundred percent (100%) of any optical expense up to a maximum reimbursement of one hundred fifty (\$150.00) dollars per employee or his/her dependents over the deductible. This reimbursement shall be limited to one (1) request per family member per benefit period and the request must be submitted to the City Treasurer during the fiscal year that services are received. To be reimbursed, the employee must submit evidence to the City Treasurer that he/she has been billed for services and has paid the bill. Acceptable documents to establish that the employee is entitled to be reimbursed will include photocopies of bills, canceled checks and receipts.

Section 3: Services covered by the optical plan include all optical expenses paid to a certified or licensed medical or optical practitioner, except as may be excluded below, shall be covered, including examinations, prescription glasses, frames, contact lenses or other special lenses which may be prescribed to correct a vision deficiency.

Section 4:

- a. Each employee shall be reimbursed for services rendered to him/her or their dependents, under the provisions of this plan, for an examination and glasses, if needed.

- b. The benefits of this Article shall be limited to one (1) examination and glasses, if needed, per qualified person once every two (2) years.
- c. Exclusions: Any optical services compensated by any other coverage shall be excluded. Other coverages shall include Workmen's Compensation, Blue Cross, medical or optical coverage provided by the employee or another member of the employee's family, private insurance policies, automobile and accident insurance. Reimbursement shall not be provided for sun glasses or other glasses which are acquired for nonmedical reasons.

The City shall only reimburse expenses paid by the employee. If other compensation provides partial coverage, the employee will be covered within the limits established by this policy for the portion of the expenses paid by the employee.

Section 5: The City shall maintain a separate account for the reimbursement of the employee's optical expenses. The City shall pay into this account fifty (\$50.00) dollars for each eligible employee each fiscal year. If there is excessive funds within the account at the end of any fiscal year, the City shall confer with the Association and other employee groups which have similar benefits to determine the feasibility of increasing the maximum amount the City shall reimburse employees under this Article. If other groups of City employees receive similar benefits that are provided within this plan, the City shall be required to maintain only one account for the administration of this plan. The monies paid into this account shall be combined with the monies paid by the City into the employee's dental plan account.

An employee on approved pregnancy sick leave will be eligible for continued health insurance coverage provided by the City during the period of such approved leave. The leave shall commence upon appropriate verification from the employee's physician of the employee's inability to perform her normal duty assignments. The City reserves the right to require the employee to be examined by a City-appointed physician. The leave shall terminate upon the employee's certification to return to work by the employee's and/or City's physician or sixty (60) days after

termination of the pregnancy whichever occurs first. (Note: Also see Article 53 for information on continued health insurance coverage.)

ARTICLE LIV
DENTAL EXPENSE REIMBURSEMENT PLAN

54.1: An employee who has been employed at least six (6) months and thirty (30) hours or more per week is eligible to be reimbursed, as provided in this Section, for dental expenses paid for by the employee for the employee and his/her dependents. The definition of EMPLOYEE DEPENDENT shall be the same as defined in the Blue Cross Policy.

54.2: Reimbursement Benefit. The employee is to pay the first twenty-five (\$25.00) dollars of any dental expenses that occur within the fiscal year. After this twenty-five (\$25.00) dollar deductible, the City will reimburse an eligible employee seventy-five percent (75%) of any dental expenses up to a maximum reimbursement of seven hundred fifty (\$750.00) dollars for one thousand (\$1,000.00) dollars of employee expenses over the deductible. To be reimbursed, the employee must submit evidence to the City Treasurer that he/she has been billed for services and has paid the bill. Acceptable documents to establish that the employee is entitled to be reimbursed will include photocopies of bills, canceled checks and receipts.

54.3: Services covered by the Dental Plan include all dental expenses paid to a certified or licensed medical practitioner, except as excluded below, shall be covered, including examinations, medical referrals, x-rays, laboratory expenses, consultations, diagnosis, cleaning and polishing of teeth, extractions or other oral surgery, fillings, treatments of disease, bridges, dentures, braces and appliances. It is the intent of the City to make this coverage as broad and comprehensive as possible, but in no case shall the reimbursement by the City for all expenses, after the twenty-five (\$25.00) dollar deductible, exceed the maximum of either seventy-five (75%) percent of expenses incurred, or a maximum payment to any one employee of seven hundred fifty (\$750.00) dollars during the fiscal year, whichever is lower.

54.4: Exclusions. Any medical services compensable by any other coverage shall be excluded. Other coverage includes Workmen's Compensation, Blue Cross, medical coverage provided by the employer of another member of your family, private insurance policies, auto and accident insurance. The City shall only reimburse expenses paid by the employee. If other compensation provides partial coverage, the employee will be covered, within the

limits established by this policy, for the portion of the expenses paid for by the employee.

54.5: The City shall maintain a separate account for the reimbursement of the employee's dental expenses. The City shall pay into this account one hundred fifty (\$150.00) dollars for each eligible employee each fiscal year. If there are excess funds within the account at the end of any fiscal year, the City shall confer with the Association to determine the feasibility of increasing the maximum amount the City shall reimburse any employee or his/her dependents. If other groups of City employees receive the benefits of this plan, the City shall be required to maintain only one (1) account for the administration of this plan.

54.6: Retirees Dental Plan. The City shall provide the City Dental Plan to retirees and their spouses. The City shall pay a portion of the cost of such plan according to the following schedule beginning July 1, 1991:

Work incurred disability (total and permanent) with less than 10 years of City service	40%
10 years to less than 15 years of service	50%
15 years to less than 20 years of service	60%
20 years to less than 25 years of service	85%
25 years or more	100%

ARTICLE LV
PERSONAL PROPERTY PROVISIONS

55.1: Uniforms becoming soiled or damaged as a result of inclement weather or engaging in necessary police or fire duties shall be cleaned, replaced or repaired, at the option of the City, by the City. Employees are encouraged not to use valuable or expensive personal property while on duty or in the performance of their duties. Employees not following this policy do so at their own risk.

55.2: Whenever City equipment, uniforms or personal property is lost, damaged or destroyed during the normal course of employment, the employee shall make a written report of the nature, type and cost of such equipment at the earliest possible time. A copy of this report shall be provided to the Prosecuting Attorney for the purpose of recovering on such loss and also to the City's insurance carrier.

55.3: Whenever it can be demonstrated to the Director of Public Safety that personal property of an employee has been lost, damaged or destroyed through no fault of the employee, reimbursement may be approved in an amount determined by the Director of Public Safety, subject to review by the City Manager.

ARTICLE LVI
UNIFORMS AND EQUIPMENTS

56.1: All new Public Safety Officers shall receive, at the time of employment, at no cost to the employee, the following uniforms and equipment:

1. one duty revolver
2. one set of handcuffs
3. one hat badge
4. two shirt badges
5. one riot helmet
6. one flashlight
7. one complete set of "basketweave" leather goods consisting of the following:
 - a. one Sam Browne waist belt
 - b. one holster
 - c. one cuff case
 - d. one twelve cartridge ammunition pouch
8. four pair uniform pants
9. five long sleeve shirts with patches
10. five short sleeve shirts with patches
11. one light weight uniform jacket with patches
12. one winter uniform jacket with patches
13. one pair low cut uniform shoes
14. two sets of fatigues with patches
15. two uniform ties
16. one uniform hat with grommet
17. one tie bar
18. two name tags
19. one whistle and chain
20. one Garrison belt
21. four belt keepers
22. one winter cap
23. special collar pins if needed

56.2: The above listed items, one (1) through seven (7) shall be the property of the City and shall be returned upon termination of employment.

56.3: Any new employee who voluntarily terminates during his/her first year of employment shall reimburse the City on a prorated basis for uniforms issued.

56.4: New employees who fail to complete their probationary period and are terminated by the City shall return all uniforms issued.

56.5: Each Public Safety Officer shall receive Uniform Allowance for the maintenance of his/her uniform according to the following schedule:

July 1, 1990	\$350.00
July 1, 1991	\$450.00
July 1, 1992	\$500.00

These monies are to be paid by the City to an approved uniform vendor as uniforms are purchased. Individuals assigned to the Investigations Division working in civilian clothing shall receive a check in the sum of the above Uniform Allowance annually during the month of July.

56.6: New employees on July 1st shall have credited to their uniform account that sum of money equal to one-twelfth (1/12) of the current uniform allowance times the number of months employed during the previous fiscal year minus time spent in basic training academy. Employee must actually work ten (10) days in any month to receive credit for that month.

56.7: There shall be no carry-over of uniform allowance. Monies not used prior to June 30 shall be forfeited.

56.8: Uniformed officers, upon being permanently reassigned to the Investigations Division for a continuous period of six (6) months or longer, shall receive an additional two hundred fifty (\$250.00) dollars (\$300.00 effective July 1, 1991; \$350.00 effective July 1, 1992).

Investigations personnel who are permanently re-assigned to uniform in the Operations Division for a continuous period of six (6) months or longer shall have credited to their uniform allowance at the time of their re-assignment an additional two hundred fifty (\$250.00) dollars.

56.9: Upon termination the employee will reimburse to the City on a prorated basis the unearned portion of their uniform allowance.

56.10: When making changes in existing uniform, the City agrees to allow officers a period of time not to exceed twelve (12) months in which to purchase new uniforms in compliance with all such changes.

- A. In those situations as determined by the Director where conforming to uniform changes must be effective immediately due to the necessity of uniformity, the City agrees to defray the cost of any such changes over the uniform maintenance allowance amount.

56.11: Vehicles.

- A. If a vehicle should be regarded as defective, an employee should immediately inform his/her immediate supervisor. If the supervisor determines that car to be defective, he/she shall cause the same to be parked and remain parked until cleared by a mechanic as fit for road service.
- B. The employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

ARTICLE LVII
LAUNDRY AND DRY CLEANING

The City shall provide for the monthly cleaning of the following uniforms at no cost to the employee:

1. twenty-one (21) shirts
2. eight (8) slacks
3. two (2) jackets
4. four (4) ties
5. one (1) hat
6. two (2) fatigues

ARTICLE LVIII
EDUCATIONAL INCENTIVE

The City of Farmington has established a four (4) year degree requirement, minimum, for employment as a Public Safety Officer. Officers currently employed who have not attained a four (4) year degree are encouraged to enroll in and complete such a program at an accredited college or university as provided herein.

58.1: Reimbursement for tuition shall be made only for courses as part of a degree program at an accredited junior college, college or university which relates directly to the Public Safety profession specifically:

1. Criminal Justice (Police Science or Administration)
2. Fire Administration (Science)
3. Public Administration
4. Business Administration, provided that an area of concentration with said program is selected which relates to Management, Personnel, Labor Relations or like specialty
5. Management
6. Personnel Administration
7. Labor and Industrial Relations
8. Psychology
9. Sociology
10. Social Work

Reimbursement for tuition shall not be made for purpose of:

1. Course work or credits taken which are not part of a degree program unless required or approved by the employer.
2. A second undergraduate degree or second major.
3. Any program or degree higher than a single baccalaureate degree.

The employee shall receive reimbursement from the employer for tuition only as provided herein. The employee shall not be reimbursed by the City for any fee(s), fine(s), permit(s), book(s), material(s), supplies or other cost(s) associated.

Employees receiving any financial assistance, scholarship, award or benefit which pays tuition or any portion thereof shall be eligible to receive only that actual portion of his/her tuition which is not paid thereby subject to the limitation(s) provided in this Article.

58.2: Maximum reimbursement for tuition, per credit hour, shall not exceed the actual cost or current average cost per credit hour at the appropriate class standing of the five (5) following state-supported universities: Michigan State University, Wayne State University, Eastern Michigan University, Oakland University and the University of Michigan, whichever is less.

Reimbursement for tuition shall be limited to payment of not more than six (6) term hours courses, or four (4) semester hour courses per employee, per contract year.

58.3: Tuition shall be reimbursed to the employee through the City's normal accounting system upon presentation to the Director of proof of enrollment.

Tuition reimbursement is paid contingent on successful completion of each course or credit hour for which the employee has received reimbursement. The employee shall present to the Director his/her final grade(s) documenting successful completion. The employee shall return, forthwith, to the employer, or have deducted in lump sum from his/her next regular pay, monies advanced for tuition of any course(s) or credit(s) not successfully completed.

The employee shall submit to the Director annually, not later than August 1, an official transcript showing all course work completed during the prior contract year in which tuition reimbursement was received and progress toward the attainment of the degree.

58.4: Any present employee who received "educational incentive" payment rather than tuition reimbursement as provided during the contract year 1981-82 shall continue to receive payment in that amount:

SEMESTER CREDIT HOURS	AMOUNT
30 Hours	\$150.00
Associate Degree	\$350.00
B.A. or B.S.	\$500.00

and as provided therein until such time as he/she leaves employment or exercises the option to receive tuition reimbursement in lieu of said payment.

Upon accepting the "educational incentive" payment, the employee forfeits any eligibility for tuition reimbursement during the contract year in which it is paid.

Upon accepting tuition reimbursement, the employee forfeits any eligibility to receive "educational incentive" payment, and will not be eligible to reinstate same thereafter, at any time.

58.5: Employees enrolled in approved course work may be allowed to use accumulated leave credit and/or compensatory time, subject to applicable provisions of this Agreement and the operational requirements of the department, for purposes of attending such classes or course work as may be necessary; provided, however, that prior approval of the Director or his/her designee is received and such leave in no case create overtime.

ARTICLE LIX
TRAVEL AND FOOD ALLOWANCE

59.1: Officers shall receive expenses at the rate of eighteen (\$18.00) dollars per day for meals; three (\$3.00) dollars for breakfast, five (\$5.00) dollars for lunch and ten (\$10.00) dollars for dinner; plus the cost of lodging when attending schools or other assignments which require overnight lodging and/or the officer has to remain outside the City of Farmington for two (2) or more daily meals.

59.2: If the officer's personal car is authorized for use on any City ordered assignments, he/she shall be reimbursed at the administrative rate established by the City, per mile, to and from school or assignment. The rate of reimbursement shall be adjusted for officers at such time that the City revises the administrative mileage rate.

ARTICLE LX
LONGEVITY

60.1: All Public Safety Officers shall receive longevity benefits based on the following plan:

FIRST STEP: 4 years of service needed - \$240.00 benefit

INTERMEDIATE STEPS: Each year thereafter - \$60.00 increase

MAXIMUM STEP: 20 years of service - \$1,200.00 benefit

60.2: For use in determining longevity, July 1st will be established as the cut-off date. Longevity shall be paid to the employee in the month of July. No payment shall be paid to employees terminating prior to July 1st; provided, however, payment shall be prorated for employees upon death or retirement.

ARTICLE LXI
PUBLIC SAFETY OFFICER I

Officers presently assigned to the position of P.S.O. I shall be permanently placed in that position subject to maintaining their status as breathalyzer operators, evidence technicians and any other specialization not limited to the above. Failure to maintain qualifications in any area of required specialization shall be cause for loss of P.S.O. I assignment.

A Public Safety Officer I shall be distinguished from other positions by the wearing of two (2) stripes on the sleeve of the uniform shirt or coat.

Further, in the absence of the Duty Shift Commander, a P.S.O. I shall act in his/her stead, assuming the responsibility of the higher position.

Future openings, if filled, shall be subject to the provisions of Article LXII herein.

ARTICLE LXII
MERIT PROMOTIONS

62.1: Purpose. This Article prescribes the procedures to be used in the Farmington Department of Public Safety for promotion to the rank of Public Safety Commander and P.S.O. I within the Department of Public Safety on a permanent basis.

62.2: Objective. To ensure that opportunity for promotion is provided each qualified applicant without regard to prejudice, favoritism or consideration as to race, color, religion, sex, age or national origin.

To provide a list of qualified candidates from which the Director may select for promotion and assure the orderly, effective and efficient operation of the Department of Public Safety.

62.3: Notice. Notice of the promotional examination process shall be posted with sufficient time to complete the "pre-promotional" training, and in no event less than three (3) months prior to the start of the examination.

At the time the announcement is made a closing date for application and compliance with the qualification requirements shall be established.

No employee shall be allowed to compete or be promoted who has not filed application and satisfied the qualification requirements by the established closing date.

62.4: Qualifications.

- A. Minimum of two (2) years with the Farmington Department of Public Safety.
- B. Attainment of not less than an Associates (2 year) Degree from an accredited university or Junior College; provided, however, that applicants who

have not obtained said degree upon promotion shall remain on probationary status while showing reasonable progress toward attainment of the degree as determined by the Director until said degree is attained. Failure to display such "reasonable progress" shall result in the employee being reduced to his/her former rank.

62.5: Pre-Promotional Training. The employer may provide, and applicants may attend, a "Pre-Promotional" training program.

Pre-promotional training shall be without compensation and while off duty.

The employer will make a reasonable effort in scheduling "Pre-Promotional" training to provide opportunity so that those who wish to attend may do so.

62.6: Selection Process. Upon determining that the applicants meet the qualifications herein, the following procedure shall be utilized; provided, however, that should funding allow, an "Assessment Center" shall be conducted and such results obtained represent 90% of the final score with an average of three (3) previous evaluations representing the final 10%.

If an assessment center is not utilized, the following shall apply:

- A. Written Examination. Written examination selected by the Director shall be administered and represent forty-five (45%) percent of the final score.
- B. Oral Examination. Candidates shall appear before an oral board selected by the Director comprised of not less than three (3) management personnel representing the Law Enforcement and/or Fire Service profession. Oral examination shall represent thirty-five (35%) percent of the final score.
- C. Performance Evaluation. Performance Evaluation shall be the average of the three (3) most recent departmental, periodic, written performance evaluations received. In the event that an employee does not have three (3) Performance Evaluations, an average of those evaluations available will be taken. Performance Evaluations shall represent twenty (20%) percent of the final score.

Applicants shall be allowed to compete in each element of the selection process regardless of score in any one element.

Such physical and/or psychological testing as selected by the Director may be administered; provided, however, that any such results shall not be reflected in the final scores/rating.

62.7: Eligibility List. An eligibility list shall be established based on the final rating achieved in the selection process utilized and shall remain in effect for one (1) year; provided, however, that no applicant with a final combined score of less than seventy (70%) percent shall be eligible or considered for promotion.

In the event that the Eligibility List is exhausted prior to the conclusion of the one (1) year period, the employer may initiate the process to establish a new Eligibility List as provided herein.

The Director may remove an employee from the Eligibility List for just cause.

62.8: Selection. Promotion to the rank of Public Safety Commander or Public Safety Officer I shall be made from the appropriate, current, Eligibility List with the Director making his/her selection from among the first three (3) eligible candidates for each position to be filled.

Upon promotion to the rank of Public Safety Commander or Public Safety Officer I, the employee shall serve a one (1) year probationary period; provided, however, that in the event that the employee does not hold an Associate's Degree or higher, he/she shall remain in a probationary status as provided herein.

At any time while on probationary status, the employee may be returned to his/her former rank at the discretion of the Director.

The employee may return to his/her former rank at any time while on probationary status without prejudice.

All promotional records shall be maintained for a period of not less than three (3) years, and such records shall contain such documentation as necessary to demonstrate compliance with the provisions of this Article.

Records shall be available for the inspection of the representatives of the Association upon request to the Director.

Individual employees shall be allowed to review only their individual promotional materials upon request to the Director.

All promotional record inspections or review shall be in the presence of the Director.

62.9: Exempt Positions. It is recognized and agreed that the positions within the Department of Public Safety such as Investigator, Fire Marshal, Traffic Safety Specialist, Staff Aides or other specialized positions for which appointment may be made from the bargaining unit shall not be subject to the provisions of this Article. Said or similar positions shall be appointed by and served at the discretion of the Director as an assignment within the employee classification. Assignment and/or reassignment shall not be subject to grievance.

The Director may appoint persons to serve on an "Acting Public Safety Commander" or "Acting Public Safety Officer I" basis for such period of time as may be necessary to provide for a temporary absence of a Commander or Public Safety Officer I, or for such reasonable period as may be required to establish an Eligibility List under the provisions of this Article.

ARTICLE LXIII
SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

In the event that any provisions of this Agreement is held invalid, as set forth above, the parties shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for the provisions held invalid.

ARTICLE LXIV
WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered by this Agreement unless expressly agreed to by both parties.

ARTICLE LXV
WAGES

	Start	6 mos	1 year	2 year	3 year	4 year
A. January 1, 1991						
P.S.O.	23,442		25,977	28,786	31,899	35,413
P.S.O. I	35,883	36,488	37,183			
B. January 1, 1992						
P.S.O.	24,438		27,081	30,009	33,255	36,918
P.S.O. I	37,408	38,039	38,763			
C. January 1, 1993						
P.S.O.	25,599		28,367	31,434	34,835	38,671
P.S.O. I	39,185	39,846	40,604			

D. The City shall pay the officer's portion of the CITY EMPLOYEE RETIREMENT SYSTEM contribution. This payment is in recognition that the employees have accepted reduced pay increase for the 1980-81 fiscal year. This contribution to the CITY EMPLOYEE RETIREMENT SYSTEM shall be added to the base wage whenever the wages of this Bargaining Unit's employees are compared to the wages of other area departments. This comparison shall be used in any presentation before mediators or arbitrators by both the Bargaining Unit and the City.

ARTICLE LXVI
RETIREMENT - PENSION

Voluntary Retirement. Fifty (50) years of age with twenty-five (25) years of service. Effective January 1, 1992, public safety officers having completed twenty-five (25) years of service, as a sworn public safety officer, may retire regardless of age. For this improved retirement benefit, all members of the

public safety officers group shall contribute to the retirement system an amount not to exceed 1.25% of annual compensation, as determined by the Retirement system's actuary; deducted in accordance with the City Retirement ordinance. Provisions of this section shall be effective January 1, 1992.

Retirement Benefit. Based on two (2%) percent of final average salary times years of service, without reduction as to social security retirement age. This benefit shall extend to currently retired employees.

Final Average Salary. The average of the highest annual compensation during three (3) years of credit service contained within the last five (5) years of service.

Deferred Retirement. If a member of the Retirement System who has ten (10) or more years of credit service leaves the employ of the City prior to their voluntary retirement age and does not withdraw their accumulated contribution from the members deposit fund, he/she shall be entitled to a pension upon their 65th year of age.

Early Retirement - Buyback. The employee may receive an early retirement by accepting a reduced benefit equal to the formula of benefit as provided for in the retirement plan by 0.5% reduction in benefit each month of early retirement preceding their voluntary age (25 years of service at age 50). The employee shall further pay the cost of hospitalization insurance until they attain the voluntary retirement age (50). Any employee requesting this benefit shall do so for no more than three (3) years.

Other Retirement Provisions. All other provisions of the employee retirement program shall be governed by the City Charter and/or City Code.

ARTICLE LXVII
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 1991 until midnight December 31, 1993, provided that all of the provisions herein shall continue to operate unless notice of the termination, or of the desire to modify or change this Agreement is given in writing by either party at least ninety (90) days before the expiration date.

The parties, in recognition of the fact that vital services are involved, agree that this Agreement shall remain in full force and effect until a new Agreement is negotiated, signed and ratified by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day of _____, 1991.

FOR THE POLICE OFFICERS
ASSOCIATION OF MICHIGAN

Robert C. Wines
Robert C. Wines
Business Agent

FOR THE CITY OF FARMINGTON

Robert F. Deadman
Robert Deadman
City Manager

FOR THE FARMINGTON PUBLIC
SAFETY OFFICERS ASSOCIATION

J. R. Schornack
Joseph Schornack, President

Frank J. Lauthoff
Frank J. Lauthoff
Director of Public Safety

James P. Madigan
James Madigan, Vice President

Duane Cowger
Duane Cowger, Vice President