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FARMINGTON PUBLIC SAFETY DEPARTMENT

D I S P A T C H E R

UNION CONTRACT

JULY 1, 1989 THROUGH JUNE 30, 1992

Farmington, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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THE CITY OF FARMINGTON
AND THE POLICE OFFICERS ASSOCIATION OF MICHIGAN

COLLECTIVE BARGAINING AGREEMENT

ARTICLE I
INTRODUCTION

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

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 UNION, in accordance with the provisions with the Public Employment Relations Act.

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 benefited 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 UNION; and

WHEREAS the parties mutually recognize that the responsibilities of both the CITY and the employees to the public require 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 UNION further recognizes the essential public service being performed by the Public Safety Department 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 UNION 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 members of the Farmington Public Safety Department possessing the rank of DISPATCHER, 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

Section 1

The term EMPLOYEE or DISPATCHER when used hereinafter shall include all male and female employees represented by the UNION in the Bargaining Unit as above defined.

Section 2

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

Section 3

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

Section 4

The term OPERATIONS DIVISION when used hereinafter shall mean the DISPATCHER assigned to Operations and the other bureaus assigned to the Operations Division.

Section 5

The term INVESTIGATIONS DIVISION when used herein after shall mean those employees assigned to the Investigations Division.

Section 6

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

Section 7

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

Section 8

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

Section 9

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

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

Section 10

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.

Section 11

The term COMPENSATORY TIME when used hereinafter shall mean time earned from working in excess of regular scheduled shifts or hours.

ARTICLE V
UNION SECURITY AND DUE DEDUCTION

Section 1

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

Section 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 Union all Union membership dues and initiation fees uniformly required; provided, however, that the Union presents to the employer written authorization properly executed by each employee allowing such deductions and payments to the Union. Dues deducted shall be mailed to the Treasurer of the Police Officers Association of Michigan, 28815 West Eight Mile Road, Suite 103, Livonia, Michigan. 48152.

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

All employees in the Bargaining Unit shall, as a condition of continued employment, pay to the Union, 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 Union, which shall be limited to an amount of money equal to the Union'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 Union as prescribed above for the deduction and transmission of Union dues.

Section 3

Any changes in the present Union membership dues rate will be certified to the City Manager by the Union at least one (1) month in advance of the effective date of such change.

Section 4

Upon presentation of proper evidence thereof, the Union shall refund to the City any amount paid to it in error because of the checkoff provision.

Section 5

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

Section 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 Union 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 to join the Union and to engage in lawful concerted activities for the purpose of collective bargaining. No provisions of this Contract shall be construed as permitting any act or conduct which is a violation of the rules of conduct of the Public Safety Department.

Section 7

The City will make available to the Treasurer of the Union the names of all employees separated from the payroll, recalled or hired, on layoff or on leave of absence.

Section 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 Union within a reasonable time thereafter. The Union agrees to collect all special assessments and similar member charges without deductions being made from the employees' wages.

ARTICLE VI

JOINT RESPONSIBILITIES - NO STRIKE - NO LOCKOUT

Section 1

Under no circumstances will the Union cause or authorize or permit its members to cause, nor will any member of the Bargaining Unit take part in, any strike, stay-in or slowdown 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 Union 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.

Section 2

In the event of a work stoppage or other curtailment, the Union 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.

Section 3

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

ARTICLE VII

MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 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 Public Safety Department. Any of the rights, powers or authority the City had prior to the signing of this Agreement are 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.

Section 2

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the 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:

Section 3

All rights in matters involving public policy.

Section 4

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

Section 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, may hold open or eliminate a position created by a vacancy unless otherwise specified in this Agreement.

Section 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.

Section 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.

Section 8

To construct new facilities or to improve existing facilities.

Section 9

To determine the size of the work force.

Section 10

To permit Department employees not included in a Bargaining Unit to perform Bargaining Unit work when in the opinion of 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 be used for the purpose of eliminating Bargaining Unit employees.

Section 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 Grievance Procedure.

Section 12

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

Section 13

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

Section 14

To suspend or discharge for just cause.

Section 15

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

Section 16

To establish a general policy to provide for training programs, to improve Public Safety performance and to increase Public Safety proficiency.

Section 17

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

Section 18

To establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, 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 Union 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 contact 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 sub-standard work performance may be subject to the provisions of Article XVI.

Section 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.

Section 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 and 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 UNION RIGHTS

Section 1 Bulletins and Orders

A copy of any General Order, rule, regulation, Special Order or training bulletins shall be made available to all members of the Union.

Section 2 Special Conferences

Special conferences on important matters may be arranged between the Union 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 workday, but not more than once per month unless otherwise mutually agreed.

ARTICLE X VISITS BY UNION REPRESENTATIVES

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

The Union 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 Union 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

- A. Notices of Union Recreations or Social Events
- B. Notices of Union Elections and Results
- C. Notices of Union Meetings and Results

- D. Official Communications
- E. Fraternal Communications
- F. Other Information which is Not Derogatory to the City or its Administration

ARTICLE XII
STEWARDS

The employer recognizes the right of the Union to designate a Steward and Alternate from the seniority list. Once a Steward and Alternate 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 Alternate so designated by the Union 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 local Union or its officers.
- C. The negotiation of contract matters.

The Steward, or Alternate, shall during their 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 such Steward to leave work for these processes, subject to the necessary emergency exceptions.

The Stewart and Alternate 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
UNION LEAVE DAYS

The City may allow a maximum of one (1) employee to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Union at the discretion of the Director of Public Safety for a period not to exceed three (3) working days per contract year. Such time may be charged against the employee's Sick Leave provided that the employee has taken four (4) days or less of Sick Leave, without a physician's statement, during the twelve-month period immediately preceding the request for Union Leave. In the event that the employee is

not eligible to use Sick Leave, Leave Bank Credits may be used subject to the approval of the Director.

The employee shall not suffer any loss of benefits or seniority as provided within the terms of this Agreement while on such leave.

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

Section 1 Purpose

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

Section 2 Informal Resolution

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

Section 3 Timely Action

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

Section 4 Grievances Defined

The term "GRIEVANCE" shall mean any dispute between the City and the Union or between the City and any employee or employees covered under this Agreement arising out of the interpretation, application or administration of 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.

Section 5 Grievance Procedure

STEP ONE: An employee who has a grievance shall discuss the complaint with the immediate supervisor, with or without the presence of the Steward. 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 the Union 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 Union Steward.

STEP TWO: If the matter is not satisfactorily settled by such discussion, the aggrieved employee shall report such grievance to the Steward as soon as possible, but in any case within seven (7) working days of the event giving rise to the grievance or within seven (7) working days of when the employee should have reasonably known of the event. 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 Union.
- 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 Union 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 the Representative of the Union 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 Union shall have the right to appeal, in writing, to the Director of Public Safety. The employee or the Union 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 Union has the right to appeal, in writing, to the City Manager. The representative of the Union shall meet with the City Manager and/or his/her designee 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 to the Union 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 FEDERAL MEDIATION AND CONCILIATION SERVICE shall be used in making a selection. The decision of the Arbitrator shall be binding on both parties.

COST OF THE ARBITRATOR: If a grievance is submitted to an Arbitrator by the Union, 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.

Section 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 Union where such discretion has been retained by the employer or the Union, nor shall he/she exercise any responsibility or function of the employer or the Union.

Section 7 Time Limitations

All appeals under this 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 Union shall be deemed to have accepted the decision. Conversely, if an answer in writing is not presented to the Union Representative, where required, within the prescribed time limit, then the matter shall be deemed to be settled in the Union's favor. Time may be extended by written mutual agreement of both parties.

Section 8 Grievance Form

The Union shall furnish grievance forms. This form shall be used in filing a grievance. One (1) copy of the form shall be the property of the employee filing the grievance. When filing a grievance, the Union and/or the employee will be required to submit all available information at each Step of the Grievance Procedure.

ARTICLE XVI
DISCIPLINARY ACTION

Section 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.

Section 2 Disciplinary Action Procedures

- A. The employee shall have the right to have a Union Representative appear with his/her at every stage of the disciplinary process.
- B. Before any disciplinary action is taken against an employee, the employee shall be given an opportunity to state his/her position and offer any supporting evidence immediately available to the 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 Union will receive notice of the final disposition of any disciplinary action.
- D. Such charges and specifications shall cite the specified Sections of Rules and Regulations, Orders and/or appropriate law or ordinance or 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 him/her. Such statements may be used against the employee in any disciplinary hearing. The employee 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. Employees suspended for charges are to be suspended without pay; however, employees may use accrued time and Bank time during their suspensions. When a final

decision has been made, accrued time or Bank time shall be restored in excess of any penalty.

Section 3 Dispositions

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

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 of Public Safety or his/her designate; or
2. To appeal to the City Manager's Step of the Grievance Procedure.

Once the employee selects one of the above alternative 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 the 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 the decision on any other prior infractions irregardless of the period of time between all infractions.

Section 4 Written Notice

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

Section 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 complaint.

- 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 advice 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. It is understood and agreed that Union 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
POLICE DEPARTMENT PERSONNEL FILE

Employee personnel files shall be kept under the direct control of the office of the Director of Public Safety. The employer shall not allow anyone other than those responsible for Public Safety Operations and/or Administration to read, view or have a copy of or in any way peruse in whole or in part the employee personnel file or any document which may become a part of these files, except as otherwise required by law.

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

All personnel files must be kept and maintained in the confines of the office of the Director so as to secure their privacy. The Director shall be responsible for the privacy of such files. It is understood by both parties that the City Administrator may review the files.

Personnel files shall contain only documented items representing official entries of the Public Safety Department authorized by the Director of Public Safety.

Personnel files shall be maintained and administered in compliance with all applicable State and Federal laws.

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 Public Safety Department. The employee shall receive prior written approval from the Director of Public Safety.

ARTICLE XX
NORMAL WORK DAY

The present work schedule which provides for forty (40) hours of scheduled work per work week for employees assigned to shift operations shall be maintained. During each forty (40) hour period, two (2) consecutive days off are scheduled and the exact days are determined by the shift assignment.

Employees shall be placed on shifts by a seniority bid basis within classification excluding the records bureau assignments.

No employee deemed eligible to bid may work the same shift longer than two (2) bid periods.

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.

All employees shall have a regular work schedule consisting of eight (8) consecutive hours in any twenty-four (24) hour period, except during shift changes. Employees shall report to work fifteen (15) minutes prior to the beginning of the regular shift 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.

Each eight (8) hour day will contain one (1) thirty (30) minute lunch break. Personnel shall be permitted to take lunch breaks subject to prevailing conditions and emergencies as determined by their superior. Supervisors shall make every effort to permit personnel a one-half (1/2) hour relief from their duties. Personnel will also be allowed an additional five (5) minutes to travel to and an additional five (5) minutes to travel from their lunch location (total of ten (10) minutes).

Employees may be required to remain in the building during lunch periods, during emergencies. If allowed to leave, however, the supervisor shall be notified where they may be reached. All personnel on lunch breaks are subject to return to duty during emergency situations.

ARTICLE XXI **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 of his/her designee such relief shall be harmful to the assignment.

ARTICLE XXII **REGULAR DAYS OFF**

Scheduling shall allow at least two (2) consecutive days off; provided, 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 changes or assignments.
- B. Where the change is to provide another shift with a specialized classification.
- C. Where the change is necessary due to the promotion of an employee.

- 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 governmental official which would require an adjustment of normal working schedules.

ARTICLE XXIII
CHANGES IN WORK SCHEDULE

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

ARTICLE XXIV
PLATOON ASSIGNMENTS

Employees 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.

Employees 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 not be subject to the Grievance Procedure.

ARTICLE XXV
REGULAR PAY PERIODS

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 XXVI
PAYDAYS

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

ARTICLE XXVII
SENIORITY

Section 1 Department Seniority

Departmental seniority, for the purposes of this Agreement, shall be defined as the length of employment in the Public Safety Department; 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 in the rank of the involved employees. In determining seniority in accordance with the latter definition, any resulting 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 were selected for placement in the particular ranks they presently occupy.

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 layoff, 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 of 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.

Section 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 the employee. Total City seniority shall be used in computing vacation leave, pension credits and sick leave credits.

Section 3 Loss of Seniority

An employee shall lose his/her seniority for the following reasons:

- A. Quits or retires.
- B. Is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. Is absent 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 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 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 valid address for the purposes of receiving such notifications.

- D. Does not report within ten (10) days after receipt of certified written notification to return to work after layoff; 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. Is laid off during the terms of this Agreement for one (1) continuous period equivalent of his/her seniority with a minimum of one (1) year.

Section 4 Seniority of Stewards

Notwithstanding his/her position on the seniority list, the President in the event of a layoff 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 layoff to the first open job in his/her department which he/she can perform. The President shall be a permanent employee and shall have completed his/her probation period in his/her current position.

Section 5 Probationary Employees

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 supervisors and if, during evaluation, are found to be below the standards satisfactory to the Director of Public Safety, may be removed or demoted at any time during the probationary period. At the end of this period, the employee 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 for a promotional position shall be twelve (12) months from the date of promotion. Any employee on probation in a promotional appointment shall have the right to return to the employee's previous appointment if the Director decides to remove the employee from the promotional appointment because the employee does not meet the required work standards.

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

Any probationary new employee laid off or terminated at the discretion of the City shall not have recourse to the grievance procedure. The Union shall represent probationary new employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment 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 layoffs of probationary new employees, unless for Union activities.

ARTICLE XXVIII LAYOFFS

Section 1 Definition

A layoff shall be defined as a process of reducing the number of full time employees of the Union, 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 to determine the number of employees assigned to any particular job, assignment or operation.

The City will notify the Union 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 Union, upon request, shall be afforded an opportunity to meet with the City to discuss the circumstances requiring the layoff and any proposed alternatives.

Section 2 Order of Layoff

If any condition arises which necessitates a reduction in the force in the Union, 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 layoffs 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 Union shall be given written notice of the determination and the reasons therefor.

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

Section 3 Order of Rehiring After Layoff

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

Section 4 Notice of Recall

When it becomes possible to increase present work force, all employees affected by such layoff 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 extensions of this period of time for good cause will be granted by the employer.

ARTICLE XXIX
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 XXX
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 XXXI
OVERTIME AND OVERTIME PAY

Section 1

Employees 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 adjustment for shift changes.
- B. Employees ordered to return to duty from a vacation or approved leave due to emergency conditions.
- C. Training time, department meetings and conferences.

1. Assigned training, department meetings and conferences shall be compensated with straight time for each hour spent in actual training.

Section 2

All paid overtime is to be rounded off to the nearest one-quarter (1/4) of an hour.

Section 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.

Section 4

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

Section 5

When required to attend training classes, the City shall have the option of compensating as outlined in Section 1 or to grant days off prior to or immediately upon the return from training schools.

Section 6

Department ordered shift changes which result in the employee working more than the normal number of hours or days in a work schedule shall be compensated by giving the individual affected an additional day off at the time of the shift change, or compensate in accordance with Section 1.

Section 7

The City shall retain the right to pay for all overtime worked in place of compensatory hours at the rate at which the employee would be entitled if he/she were to receive compensatory time.

Section 8

Employees 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 employees 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. Employees called back from a leave, not a furlough, shall be compensated by receiving leave credits for all leave time lost or cancelled.

Section 9

Employees may elect to receive compensatory time subject to Section 7, herein, at the appropriate rate in lieu of overtime pay, provided, however, that no employee shall accrue a balance of more than thirty (30) hours at any time.

Employees may be required to use all or part of their accumulated compensatory time at such time as they accumulate over thirty (30) hours.

Section 10

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

- A. All compensation shall be at a rate of straight time.
- B. 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.
- C. Training assignments made to locations outside the fifty-five (55) miles 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.
- D. 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.

ARTICLE XXXII
COURT TIME

- A. Employees off duty who shall be required to attend court shall be compensated a minimum of two (2) hours at the rate of time and one-half (1 & 1/2) their regular rate, with the exception that if court time is contiguous to the employee's regular shift, the employee shall receive compensation at the rate of time and one-half (1 & 1/2) 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 employee is required.
- B. Paid overtime shall be rounded off to the nearest quarter (1/4) of an hour.
- C. Employees shall be prohibited from receiving compensation from more than one source, and any

compensation or reimbursement from other sources paid to the employee for appearance shall be turned over to the City Treasurer.

- D. It shall be the responsibility of each employee to know what cases or hearings have been scheduled requiring appearance. It shall further be the responsibility of each employee, prior to submitting requests for leaves on the date and time of a scheduled court case or hearing for such time when the employee shall be available, whenever practical, on a normal day shift.
1. Requests for time and one-half (1 & 1/2) compensation where this procedure has not been followed by the employee 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 XXXIII
CALL BACK

- A. Public Safety employees shall be reimbursed at the rate of time and one-half (1 & 1/2) their normal rate of pay for a minimum of two (2) hours each time called back to work after completing a normal tour of duty.
- B. Employees 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 employee's normal shift, the employee may request to be released after eight (8) hours of work, with supervisor approval, and there shall be no extra compensation.
1. Determining time started on all call backs shall be computed from the time the employee reports in to the front desk.
 2. All employees shall be responsible for checking in and out at the front desk or established command post when responding to a call back.
- C. Employees 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.

ARTICLE XXXIV
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 working to further their education and/or their occupational skills which, in no event, shall exceed one (1) 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 such case, the employee requesting such educational leave shall indicate, in writing, intention to return to duty with the City of Farmington upon termination of the said leave. Vacations, holidays, sick leave 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 XXXV 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 XLIII.

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

ARTICLE XXXVI 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 of brothers-in-law, grandparents, grandchildren, step-children or a current spouse, current step-parent(s) 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 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 XXXVII
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 the Director of Public Safety 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 XXXVIII
FAMILY ILLNESS

If a permanent employee has a prolonged illness in his or 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 without pay for such period deemed necessary by the City Manager, said leave being without pay or benefits.

ARTICLE XXXIX
EMERGENCY LEAVE

In the case of serious illness in 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 express 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 XL
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 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 XLI
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 XLII
DUTY DISABILITY LEAVE

- A. 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.
- B. 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.
- C. Employees on duty disability leave shall not accrue benefits or leave.
- D. 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. Said employee shall report promptly to work once the appointment is completed.

ARTICLE XLIII
SICK LEAVE

Section 1 Eligibility

Sick leave benefits shall be granted to all full time permanent members of the Union 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 Union 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.

Section 2 Accumulation of Sick Leave Credits

Sick leave credits will accrue at the rate of one (1) per month up to a maximum of one hundred and twenty (120) days.

Section 3 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 all 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 employee is absent due to illness for a period in excess of three (3) consecutive working days, said employee may be required to provide medical certification as to their fitness to return to work. Such certification may be at the employee's expense from a doctor of the employee'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 employee 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 Worker's Compensation benefits, he/she shall be eligible for City sick leave benefits. It shall be the obligation of the employee to immediately report any off duty employment related injuries or illnesses.
- D. All employees, 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 employee to indicate the nature of their illness or reason for sick leave. Falsification of the sick leave form shall subject the employee to disciplinary action.

- E. At any time an employee 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 employee for the purpose of determining the nature of the injury or illness. If the employee is under the care and treatment of his/her own personal physician, the employee shall 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..
- G. Charges against sick leave and pay allowances for time lost on account of illness, injury or other conditions relative to a member's health, shall be only for time lost which the member normally would have received pay for regularly scheduled work.

Section 4 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 his/her absence and daily thereafter if not hospitalized.

Section 5 Exhaustion of Sick Leave

Any employee who has taken and used all of his/her accrued sick leave may elect to have additional time charged against and deducted from his/her earned annual 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 (excluding pregnancy leave).

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 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 determined 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 and the employee's physician shall select a third impartial physician to have 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.

Section 6 Workmen's Compensation Claims

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

Section 7 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 sick leave credits. 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.

Section 8 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.

ARTICLE XLIV MEDICAL EXAMINATIONS

- A. It shall be the responsibility of each employee of the Public Safety Department to keep themselves in the proper physical condition to enable them to carry out the normal functions of the Public Safety employee. An employee may be required by the City physician to take a physical examination upon recommendation of the Director of Public Safety.
- B. 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 XLV
PERSONAL LEAVE DAYS

Employees shall be entitled to one (1) personal leave day per year. The employee shall notify his/her immediate supervisor not less than one (1) hour prior to the start of work of his/her intention to take a personal leave day. The immediate supervisor shall be authorized to grant such leave provided the shift is at full strength and no departmental emergency exists. Use of personal leave days is to be charged against accumulated sick leave credits.

ARTICLE XLVI
HOLIDAYS

The following days shall be designated as holidays:

1/2 Day before New Year's Day
New Year's Day
1/2 Day after New Year's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday after Thanksgiving Day
1/2 Day before Christmas Day
Christmas Day
1/2 Day after Christmas Day
Employee's Birthday

On every May 1st (ANNUAL CREDITING DATE) employees assigned to shift operations shall have the above holidays, totaling eleven (11) days, credited in advance to their Leave Bank.

Employees who are permanently reassigned 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 to the next annual crediting date.

Employees leaving the employ of the City between annual crediting dates shall have 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 situation, 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, any holiday that has a calendar date falling on a Saturday, 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 the 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 payday in the month of November for no more than two (2) holidays that have been accrued. The Director or Deputy Director shall be notified prior to November 1st by those employees wishing compensation in the form of pay.

Employees working on the holiday shall receive an additional one-half (1/2) their regular base rate of pay times their hours worked on the holiday as compensation.

ARTICLE XLVII
ANNUAL LEAVE VACATION

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 fiscal year and for consecutive service. CONSECUTIVE SERVICE for the purpose of administration of this provision shall mean employment uninterrupted by resignation or discharge.

The vacation schedule during the term of this Agreement shall be as follows:

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

It is hereby understood and agreed that May 1st is the cutoff 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-sixths (5/6) of a day vacation for every month of service until the succeeding May 1st.

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 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 seniority, in their work group, to choose one (1) vacation block during each bid period.

All requests for a second vacation block, during the same bid period, shall be assigned according to seniority only after all other work group employees have been given preference for their first vacation selection.

ARTICLE XLVIII LEAVE BANK

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

Employees assigned to operations working rotating shifts with five (5) years or less seniority shall be required to schedule three (3) five (5) day blocks of vacation leave, of which one (1) vacation block shall be scheduled during each of the three (3) bid periods.

Employees assigned to operations working rotating shifts with six (6) or more years seniority shall be required to schedule four (4) five (5) day blocks of vacation leave. Three (3) vacations will be scheduled during the three (3) bid periods and a fourth block at a time mutually convenient to the employee and the department.

Employees assigned to operations working rotating shifts with eleven (11) years or more seniority shall be required to schedule five (5) five (5) day blocks of vacation; three (3) vacation blocks will be scheduled during the three (3) bid periods with two (2) additional vacation blocks scheduled at a time mutually convenient to the employee and the department.

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

New employees are prohibited from using Leave Bank credits until they have completed at least sixty (60) days of service following completion of training. 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 in a furlough shall be taken off at the employee's request with the approval of the Director or his/her designee. All use of leave time must be

approved by 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.

No Leave Bank Credits may be used in increments of less than one (1) hour each.

Vacations shall consist of not less than five (5) working days (according to the current schedule) for employees assigned to operations working rotating shifts and not less than five (5) working days for those not assigned to shift operations.

Any forty (40) hour, five (5) day week employee not assigned to a rotating shift shall schedule a total of not less than fifteen (15) days as BLOCK TIME, or such time as provides five (5) days for single day use. 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) days to achieve a BLOCK TIME TOTAL of fifteen (15) 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 allow the employee five (5) days for single day use.

- A. No more than one (1) Public Safety Dispatcher shall be granted a furlough at any one time.

Personnel shall be permitted to cancel scheduled furlough if written notification is submitted to the Office of the Director at least thirty (30) days in advance of the scheduled furlough. No advance notice of cancelled furlough is required when an emergency exists. An emergency shall be an illness or death in the immediate family as defined in Article XXXVI FUNERAL LEAVE and Article XXXIX 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.

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

- A. Any regular employee who gives proper notice (ten (10) working days) regarding termination of employment with the City shall be entitled to regular pay for any unused portion of time as of 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 accrued and unused vacation time.
- C. Any 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 at the time the employee leaves the City to enter military service.

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

- A. If an employee separates himself/herself from the City by reason of absence without leave.
- B. If an 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 probationary period.

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 and may result in disciplinary action.

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

ARTICLE XLIV
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 judgements 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 Union 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 Union in accordance with the provisions of this Article.

ARTICLE L
LIFE INSURANCE

The City shall provide fully paid to each employee a life insurance policy according to the following schedule;

July 1, 1989	-	\$21,000.00
July 1, 1990	-	\$22,000.00
July 1, 1991	-	\$23,000.00

The policy shall include double indemnity, dismemberment and disability riders. Said life insurance coverage shall be continued in full force for all employees on sick leave.

ARTICLE LI
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 (19) birthday, with Michigan Blue Cross/Blue Shield Medical and Hospitalization Insurance. MVF-1 Plan with prescription rider (\$2.00 co-pay) and Master Medical.

The City may offer alternative health plans including, but not limited to, HMO type plans. If the employee elects to participate in an alternate health plan, such employee may be required to pay the difference in cost between the Blue Cross/Blue Shield MVF plan as provided for in this section and the plan selected by the employee.

ARTICLE LII
DENTAL EXPENSE REIMBURSEMENT PLAN

Section 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 or his/her dependents. The definition of EMPLOYEE DEPENDENT shall be the same as defined in the Blue Cross policy.

Section 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 (\$1000.00) 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, cancelled checks and receipts.

Section 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, treatment of diseases, 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 percent (75%) of expenses incurred, or a maximum payment to any one (1) employee of seven hundred fifty (\$750.00) dollars during the fiscal year, whichever is lower.

Section 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.

Section 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 Union 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.

ARTICLE LIII
OPTICAL EXPENSE REIMBURSEMENT PLAN

The City shall provide optical benefits to each eligible employee and/or his/her eligible dependents subject to the conditions contained herein:

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. 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, cancelled 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. For purposes of this Article, the term "benefit period" is defined as every two (2) years.

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. Reimbursement shall not be provided for sun glasses or other glasses which are acquired for non-medical 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 expenses paid by the employer.

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 are excess funds within the account at the end of any fiscal year, the City shall confer with the Union 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 (1) 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.

ARTICLE LIV
PERSONAL PROPERTY PROVISIONS

Section 1

Uniforms becoming soiled or damaged as a result of inclement weather or engaging in necessary 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.

Section 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.

Section 3

Whenever it can be demonstrated to the Director of Public Safety that the 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 LV
UNIFORMS

Section 1

All new employees shall be permitted to order the below listed clothing, as per Uniform Specifications, subject to availability, from a department approved vendor, when authorized by the Director, within ninety (90) days of date of hire at no cost to the employee:

- A. Four (4) pair slacks
- B. One (1) uniform sweater
- C. Ten (10) uniform shirts;
five (5) long sleeve; five (5) short sleeve
- D. One (1) identification plate
- E. Two (2) ties
- F. One (1) belt
- G. Twenty-two (22) shoulder patches
- H. One (1) breast badge
- I. One (1) pair plain conservative black low
heel shoes
- J. One (1) uniform winter coat
- K. One (1) uniform spring jacket

Section 2

Any alterations of uniform shall be done at the expense of the employee.

Section 3

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

Section 4

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

Section 5

Employees shall receive the following uniform allowance for the maintenance of uniforms. These monies are to be paid by the City to an approved uniform vendor as uniforms are purchased:

Effective July 1, 1989 through July 1, 1991 \$295.00

Section 6

New employees on the July 1st following their hiring shall have credited to the uniform account that sum of money equal to one-twelfth (1/12) of the current uniform allowance times the number of months employed. Employees must actually work ten (10) days in any month to receive credit for that month.

Section 7

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

Section 8

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

**ARTICLE LVI
LAUNDRY AND DRY CLEANING**

Each employee shall receive the following as reimbursement for

the cleaning of uniforms. Said sum to be paid annually on the first pay period in the month of December.

Effective:	July 1, 1989	\$ 110.00
	July 1, 1990	\$ 120.00
	July 1, 1991	\$ 130.00

ARTICLE LVII
TRAVEL AND FOOD ALLOWANCE

Section 1

Employees 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) for dinner) plus the cost of lodging when attending schools or other assignments which require overnight lodging and/or the employee is remaining outside of the City of Farmington for two (2) or more daily meals.

Section 2

If the employee'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 at such time that the City revises the administrative mileage rate.

ARTICLE LVIII
LONGEVITY

Section 1

Public Safety Dispatchers 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

Section 2

For use in determining longevity, July 1st will be established as the cutoff date. Longevity shall be paid to the employee on the first payday in the month of July; provided, however, payment shall be prorated for employees upon death or retirement.

ARTICLE LVIX
RESIDENCY

All Dispatchers of the Farmington Public Safety Department shall

be entitled to unlimited residency outside of the City of Farmington.

ARTICLE LX
EMERGENCY RADIO

Any emergency radio shall be kept and maintained at the Dispatcher's desk when available.

ARTICLE LXI
MERIT PROMOTION

Section 1 Objectives

- A. To provide for an equitable, efficient procedure for the promotion to the permanent position of Senior Records Clerk.
- B. To define such pre-promotional preparation, skills and knowledge as necessary to promotion.
- C. To insure that opportunity for promotion is provided without regard to prejudice, favoritism or consideration of race, color, religion, sex, age or national origin.
- D. 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 Public Safety Department.

Section 2 Qualifications

- A. A minimum of two (2) years consecutive service as a Public Safety, Police, Fire and emergency Dispatcher with the Farmington Public Safety Department.
- B. Competent knowledge of record-keeping functions, automated and manual records and dispatching systems, policy development and implementation, and fundamental Public Safety procedures.
- C. Ability to supervise and train personnel.
- D. Ability to analyze a situation accurately, and to take effective course of action.
- E. Physical and mental capacity to work efficiently and effectively under all conditions.
- F. Ability to communicate effectively in both written and oral methods.

Section 3 Outside Applicants

In the event that there are fewer than three (3) Dispatchers eligible to compete, defined as satisfying each of the "Qualifications" listed above, or no applicant achieves a "Qualified" rating in the selection process, the Director may seek applicants who meet the required "Qualifications" from outside the agency disregarding any consecutive service requirements.

Section 4 Selection Process

Upon establishing that a minimum of three (3) candidates from within and/or outside the agency meet the minimum qualifications, the following selection procedure shall be utilized:

Written Examination: Written examination selected by the Director shall be administered and represent fifty percent (50%) of the final score.

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 percent (35%) of the final score.

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 fifteen percent (15%) of the final score.

Section 5 Notice

Notice of a vacancy in the Senior Records Clerk position shall be posted not less than two (2) weeks prior to the Oral Examination.

Section 6 Eligibility List

Upon completion of the selection process, an eligibility list shall be established from among those candidates successfully completing each element of the selection process and posted in order of their overall final score in the process. Such eligibility list shall remain in effect for two (2) years. Provided, however, that no employee with a final score of less than seventy percent (70%) shall be considered for promotion.

The Director may remove a candidate from the eligibility list for an unsatisfactory performance evaluation or for other just cause.

The Director may select from the top three (3) candidates who have successfully completed each element of the selection process for each position to be filled.

ARTICLE LXII
EDUCATION REIMBURSEMENT

Section 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/Public Safety Dispatch profession, specifically:

- A. Criminal Justice (Police Science of Administration)
- B. Fire Administration (Science)
- C. Public Administration
- D. Business Administration, provided that an area of concentration with said program is selected which relates to Management, Personnel, Labor Relations or like specialty.
- E. Management
- F. Personnel Administration
- G. Labor and Industrial Relations
- H. Psychology
- I. Sociology
- J. Social Work

Reimbursement for tuition shall not be made for purposes of:

- A. Course work or credits taken which are not part of a degree program unless required or approved by the employer.
- B. A second undergraduate degree or second major.
- C. 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 of 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.

Section 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.

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

Section 3

The employee shall not be eligible for the tuition reimbursement benefit while on probationary status. Those employees having successfully completed the probationary period and having completed a minimum of fifteen (15) months of continual service shall be eligible for one hundred percent (100%) tuition reimbursement at the allowable rate.

Section 4

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, monies advanced for tuition of any course(s) or credit(s) not successfully completed.

Section 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 LXIII
SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision of this Agreement shall at any time be declared invalid by a 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 provision 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 Union, 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 in 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

Section 1 Pay Plan

Effective Date	Start	6 mos	1 year	2 year	3 year	4 year
01-01-90	19,135	19,720	20,300	20,885	21,380	21,840
01-01-91	19,825	20,450	21,125	21,725	22,225	22,715
01-01-92	20,560	21,110	21,750	22,550	23,125	23,850

Section 2 Deferred Wages

Upon employment, the City shall withhold forty (40) hours from each employee's wages. Such deferred wages shall be paid each employee upon termination of employment.

ARTICLE LXVI
PART-TIME EMPLOYEES

All regular part-time employees are included in the bargaining. The City shall have the right to establish the wage rate which shall not be less than the starting Dispatcher rate and not more than the top Dispatcher rate. Part-time employees are not eligible for any fringe benefits under the contract.

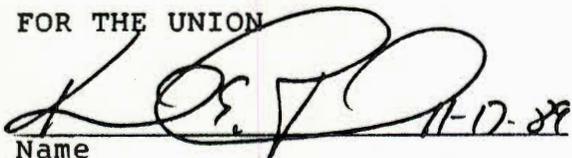
ARTICLE LXVII
DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 1989 until midnight June 30, 1992, provided that all the provisions herein shall continue to operate unless notice of the termination, or of 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.

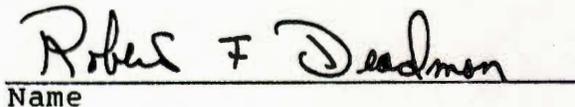
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 15th day of NOVEMBER, 1989.

FOR THE UNION

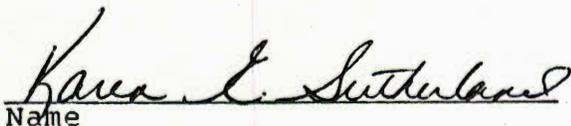

Name

Kenneth E. Grabowski
Business Agent
Police Officers Assoc. of Michigan

FOR THE CITY


Name

Robert F. Deadman
City Manager


Name

Karen Sutherland
President
Farmington City Dispatchers Association


Name

Louise Owens
Vice President
Farmington City Dispatchers Association

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