

6/30/2002

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF FARMINGTON HILLS, MICHIGAN

AND

**THE FARMINGTON HILLS LIEUTENANTS AND
SERGEANTS ASSOCIATION**

Farmington Hills, City of

JULY 1, 1999 THROUGH JUNE 30, 2002

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P R E A M B L E

THIS COLLECTIVE BARGAINING AGREEMENT, entered into this 13th day of JULY, 1999, between the City of Farmington Hills, Michigan, party of the first part, hereinafter referred to as the "City," and the Farmington Hills Lieutenants and Sergeants Association, affiliated with the Police Officers Labor Council, party of the second part, hereinafter referred to as the "Association."

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

WHEREAS, the City and the Association have bargained collectively in accordance with the Michigan Public Act 379, MPA of 1965, as amended, and have reached certain agreements with respect to wages, hours, and other terms and conditions of employment with respect to the bargaining unit as defined herein, and

WHEREAS, the City and the Association now desire to execute a written agreement which incorporates their agreements,

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

SECTION A. The City hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, PUBLIC ACTS of 1965, for the duration of this agreement for all Sergeants and Lieutenants, but excluding the Chief, Assistant Chiefs, Commanders, other command officers above the rank of Lieutenant, Patrol Officers and all other City employees.

SECTION B. Unless otherwise indicated, the term "employee" when used in this agreement will refer to all employees in the unit for bargaining as defined in Section A.

SECTION C. The City agrees not to negotiate for the duration of this agreement with any other labor organization other than the Association designated as the representatives pursuant to ACT 379 of the MICHIGAN PUBLIC ACT OF 1965, with respect to the employees in the unit defined in Section A. Subject to the provisions of Article XVI - Grievance Procedure, nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Association, if adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given an opportunity to be present at such adjustment.

SECTION D. The recognition of the Association by the City is limited to those matters for which a labor organization is entitled to bargain under ACT 336, PA 1947, as amended. The association is not authorized to interfere in any way with operation of the Police Department, including, but not limited to the enforcement of the law, the investigation of crimes and misdemeanors, the writing and filing of reports, the questioning or taking statements from witnesses, or any other function performed by the Police Department in the furtherance of its duties, provided, however, that this clause shall not prevent the Association from filing and prosecuting a grievance in accordance with the provisions of this agreement.

ARTICLE II - DUES CHECKOFF

SECTION A. During the life of this agreement, the Employer agrees to deduct Association membership dues levied in accordance with the Constitution and By-laws of the Association from the pay of each employee who executes and files with the City Treasurer a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Association and shall, as a minimum, recite that the City is authorized to deduct Association dues in effect from time to time from the pay of the particular employee and forward such sum to the Association in accordance with the terms of this contract. The Association is to notify the City as to the amount of union dues and of any changes, said notification to be made at least thirty (30) days before said dues are to be deducted.

SECTION B. The City shall have no responsibility for the collection of initiation fees, special assessments or any other deduction not in accordance with this article.

SECTION C. A properly executed copy of the authorization for deduction of dues shall be delivered to the City Treasurer by the employee before any payroll deductions are made. Deductions shall be made thereafter effective at the time the application is delivered to the City Treasurer and shall be deducted from each pay, provided that the authorization form shall be delivered prior to the 15th of the month in which the first deduction is to be made.

SECTION D. Deductions for any calendar month shall be remitted to the designated financial officer of the Association as soon as possible after the 10th of the following month.

SECTION E. Authorization for deductions of dues shall be irrevocable by the employee during the term of this Contract or any renewal hereof, unless the employee cancels his authorization within thirty (30) days prior to the expiration of the contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the Bargaining Unit.

SECTION F. The City shall not be liable to the Association or to the employees by reason of any error or neglect involving the improper deduction of or failure to deduct Association dues in accordance with this Contract and the Association agrees to hold the City harmless from all liability to which the City may be put by reason of its voluntary agreement to deduct membership dues.

ARTICLE III - SCOPE OF CONTRACT

SECTION A. This contract includes each and every agreement entered into between the City and the Association with respect to those subjects for which the Association is authorized to act as a representative to the Bargaining Unit. Matters not specifically included within this contract shall be governed by the provisions of the Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

SECTION B. Nothing herein contained shall be held to restrict or impair the right of the City, as employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of that work, where such rules and regulations are not inconsistent with the terms of this agreement. The Association shall be entitled at reasonable times to confer with the appropriate officers of the City with respect to workloads, work assignments and other conditions of employment, not specifically provided for in this contract and of which the City has retained jurisdiction in this Section.

SECTION C. Nothing in this Contract shall be held to conflict with the laws of the United States and the State of Michigan including, but not limited to Veterans' preferences, wage and hour laws, Workmen's Compensations or employment compensation laws or other similar laws, it not being intended hereunder to limit the rights of employees afforded by such laws in any way.

SECTION D. The City on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, 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 of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved and remain vested in the City, including, but limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations; (d) to determine the number, location and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and layoff employees; (g) to establish and change work schedules, work standards and the methods, processes and procedures by which such work is to be performed; (h) to discipline, suspend and discharge employees for cause. The City reserves the foregoing rights except

such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these enumeration's of management prerogatives shall not be deemed to exclude other prerogatives not enumerated, and except as specifically abridged, delegated, modified or granted by this agreement, all of the rights, powers and authority the City had prior to the signing of this agreement are retained by the City and remain within the rights of the City, whether or not such rights have been exercised in the past.

ARTICLE IV - REMUNERATION

SECTION A. Annual maximum base rates of pay applicable to the members of collective bargaining unit shall be as follows:

	7/1/99	1/1/00	7/1/00	1/1/01	7/1/01
Sergeant	57,052	58,193	59,357	60,544	62,360
Lieutenant	62,190	63,434	64,703	65,997	67,977

SECTION B. In addition to the pay provided for above, the employee shall receive annually on the third payday prior to Christmas, a special payroll check in addition to his regular payroll check, a sum equal to the percentage, based upon his length of service, as set forth below, of his total pay for the current calendar year. If the employee's length of service classification has changed during the current calendar year, his applicable percentage shall be determined by interpolation. Length of service in the scale below is to be determined from the date the individual became a police officer employed by the Department.

LENGTH OF SERVICE	PERCENTAGE OF ANNUAL PAY
Less than 3 years	None
3 years, but less than 5 years	0.5%
5 years, but less than 7 years	1.0%
7 years, but less than 10 years	2.0%
10 years, but less than 13 years	4.0%
13 years, but less than 16 years	6.0%
16 years, but less than 19 years	8.0%
19 years or more	10.0%

SECTION C. Payday shall be biweekly.

SECTION D. If an employee is required by his supervisor to work longer than eight hours on any regular working day, he will be compensated at an hourly rate equal to one and one-half (1 1/2) times his hourly rate. In the event that an employee is called back for duty by the Department, after he had gone off duty at the end of his shift or in the event that an employee is called to duty by the Department, at a time when he would not normally be on duty, because of an emergency or other circumstance, he will be compensated at an hourly rate equal to one and one-half (1 1/2) times his hourly rate and he will be entitled to not less than two hours pay at such time and one and one-half (1 1/2) rate regardless of the time actually spent on duty. Should an employee be required to attend court at a time when he is not normally on duty, he will be compensated at an hourly rate equal to one and one-half (1 1/2) times his hourly rate, and he will be entitled to not less than three (3) hours pay at such time and one and one-half (1 1/2) rate regardless of the time actually spent in Court.

SECTION E. The employer encourages its employees to upgrade their educational backgrounds and in recognition of the same, the employer will reimburse any employee pursuing studies to an associate or bachelor's degree, or graduate level courses, in police administration or any other advanced education which, in the judgement of the employer, would be beneficial to his employment as a command officer and be of assistance to him in obtaining promotion within the Department. Provided, however, that permission of the Department must be obtained prior to the beginning of such training and the employer will reimburse the officer for expenditures for tuition and books at the end of each semester successfully completed by the officer.

The City's reimbursement shall not exceed one hundred and sixty (\$160.00) dollars per credit hour for undergraduate classes, and two hundred (\$200.00) dollars per credit hour for graduate level classes. Total annual reimbursement shall not exceed \$2,500.00 per employee, exclusive of books and registration fees. Both maximums shall increase by ten percent (10%) effective July 1, 1994 and again July 1, 1995.

SECTION F. It is understood and agreed by the parties to this agreement that the work assignment under Article V, Section A of this agreement shall be scheduled in such a manner that each employee who is assigned to those operations which are conducted on a continuous basis, shall, in the course of a year, be rotated among the day, afternoon and midnight shifts, so that his time served on each shift will be approximately equal. It is also understood and agreed that these rotations will be made at reasonable frequent intervals. In the event that an employee is indefinitely scheduled to work other than the day shift, or in the event that the rotation promulgated by the Chief of Police should provide for a rotation less frequently than every calendar month, the employees required to work the afternoon and midnight shifts shall, after the first calendar month on such shift, be entitled to receive the following "shift differential."

- 1) For each hour worked during the afternoon shift, an additional 20 cents per hour.
- 2) For each hour worked during the midnight shift, an additional 25 cents per hour.
- 3) The exact hours constituting the day shift, afternoon shift, and midnight shift shall be subject to establishment by the Chief of Police in accordance with the authority granted to him under Article V, Section A. The day shift, however, shall not begin prior to 7:00 in the morning nor end after 6:00 in the evening. The eight hour shift following the end of the day shift shall be known as the afternoon shift and the eight hour shift preceding the day shift shall be known as the midnight shift.

This section shall not apply to an employee who is assigned to the afternoon or midnight shifts at his own request.

ARTICLE V - HOURS OF EMPLOYMENT

SECTION A. It is recognized that the work assignments shall be scheduled by the Chief of Police or his delegate and said work schedules shall be prepared to achieve the maximum efficiency and maintain maximum manpower on duty. It is further recognized that the current three (3) platoon system shall remain in effect for those operations which are conducted on a continuous basis and shall not be changed without thirty (30) days notification and discussion with the Association.

SECTION B. Employees shall be entitled to thirty (30) minutes off for lunch during an eight hour shift, without deductions in pay. Further, an officer is entitled to an extra ten (10) minutes for lunch if for good reason he is unable to complete his lunch in the thirty (30) minutes. The time of lunch shall be at the discretion of the individual employee, but shall not be taken at such time as to interfere with his regular police work.

SECTION C. Deductions from an employee's pay shall be made for all absences from work on regularly scheduled shifts, except authorized absences as set forth in Article IX - XII, provided, however, that employees shall be permitted to trade shifts with the approval of the appropriate command officer.

ARTICLE VI - SENIORITY

SECTION A. Employees promoted to the rank of Sergeant or Lieutenant after the effective date of this agreement shall be on probation for the first one (1) year of their service in that rank. When an employee finishes the probationary period, his name shall be entered upon the seniority list in the appropriate classification and he shall be given a seniority date one (1) year prior to the date he completed his probationary period as the case may be. There shall be no in-grade seniority or seniority within rank among probationary employees, provided probationary employees will retain whatever department seniority they have accrued. Time employed as a Police Cadet, Community Service Officer, or other civilian grade, shall not count toward department seniority as a sworn officer.

SECTION B. The Association shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this agreement, except that the City may demote probationary employees to the rank previously held by the employee for other than Union activity.

SECTION C. An employee shall be terminated and lose his seniority rights if he:

- 1) Quits.
- 2) Is discharged and not reinstated.
- 3) Is laid off for a period of two (2) years or the length of seniority, whichever is the lesser.
- 4) Is absent without a reasonable and legitimate excuse for three (3) consecutive working days and without notice to the City of such excuse within the three (3) days or a reasonable and legitimate excuse for failing to so notify the City within the three (3) days.
- 5) Fails to return from a leave of absence at the designated time.
- 6) Retires.
- 7) He is reduced in rank (in grade seniority only).

SECTION D. If an employee is temporarily assigned to a higher paid classification for sixty (60) consecutive days or more, he will be paid at the appropriate rate of that higher classification for all such time from the first day of the assignment in that classification. This paragraph shall not apply to specific training assignments as designated by the Chief of Police, which assignment shall not exceed ninety (90) days in length.

ARTICLE VII - PROMOTIONS

SECTION A. In order to be eligible for promotion to the rank of Lieutenant, or any newly created rank above the rank of Sergeant and below the rank of Commander, an employee must attain placement on the applicable Department eligibility roster as provided in this Article.

SECTION B. The preparation of an eligibility roster will be announced as follows:

1. The Chief will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance. To the extent possible, the Chief will furnish bibliography and outline covering the contents of the written examination.
2. The Chief will announce the specific examination dates at least forty-five (45) days in advance.
3. Those employees with a minimum of two (2) years full-time service in the next lower rank in the City of Farmington Hills (attained by the first examination date) will be eligible to participate in the competitive examinations, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than thirty (30) days prior to the first examination date.

SECTION C. The competitive elements of the examination will consist of a written examination, oral examination and Departmental evaluation. The passing grade in each element of the examination shall be seventy (70%) percent, and the failure of an applicant in any element shall disqualify him from further consideration. All employees who pass the written examination shall be given the oral examination. All officers who pass the oral examination shall receive a Departmental evaluation; provided that the seventy (70%) percent average does not apply to service ratings due to the numerical system being utilized. A service rating in the average category (50 and above) will qualify an officer for consideration for promotion.

SECTION D. Candidates will be ranked on the basis of a composite score computed as follows:

1. The percentage (%) attained on the written examination multiplied by fifty-five (55%) percent.
2. The percentage (%) attained on the oral examination multiplied by twenty (20%) percent.
3. The average percentage (%) attained on the Departmental evaluations multiplied by fifteen (15%) percent.
4. In addition, seniority points up to a maximum total of ten (10) points will be added to attain the total composite score as follows:
Each employee will be awarded .6666 of a point for each year of seniority in the Department up to a maximum of fifteen (15) years of seniority, pro-rated up to and including the date of the written examination.
5. All percentages and points in 1-4 above shall be rounded to the fourth decimal place, prior to adding to the composite score, with 5 or higher in the fifth decimal resulting in the fourth decimal being rounded up one.

6. Placement on a promotional list among two or more persons with an identical composite score shall be determined by time in the present grade, with the more senior in grade placed higher. If time in grade is also identical the candidates shall draw lots for placement on the list.

SECTION E. The eligibility roster will remain in effect for a period of two (2) years. The City may remove an employee from the eligibility roster for cause.

SECTION F. All individuals promoted to the applicable rank shall serve a one (1) year probationary period from the date of appointment.

SECTION G. In the event the City wishes to fill a permanent position in the applicable rank, the Chief will appoint an individual who is on the eligibility roster.

SECTION H. Promotional Incentive Pay. The top ten scores from the competitive examination (as defined in Section C.) shall each receive a one-time incentive cash payment of \$400.00. This provision shall become effective for competitive open examinations administered after July 1, 1993.

ARTICLE VIII - LAYOFFS AND RECALL

SECTION A. A layoff is a reduction in the working force.

SECTION B. In the event of a layoff, the following procedure shall be followed:

- 1) Layoffs within a rank will be conducted in accordance with seniority within the rank.
- 2) Exceptions to this procedure may be made by written agreement between the employer and the Association.
- 3) Employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Association President shall be notified of the employees being laid off on the same day the notices are issued to the employees.
- 4) For purposes of this Article, the terms "in grade seniority" or "seniority within rank" mean the date appearing on the City's records on which the employee was appointed to a given rank. The term "departmental seniority" means the length of an employee's continuous service with the Department from his last permanent hiring date.

SECTION C. When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article VI. Notice of recall shall be sent to the employee at his last known address by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of the notice of recall, he shall be considered to voluntarily left the employment of the Employer. The employer shall grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report for work, but not to exceed an additional twenty (20) days.

ARTICLE IX - HOLIDAYS

SECTION A. The following are designated as Holidays for all members of the Bargaining Unit:

New Years Day	Columbus Day
Good Friday Afternoon (one-half {1/2} day)	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Eve
Presidents' Day	Christmas Day
	December 31st

SECTION B. Because the City of Farmington Hills Police Department must maintain its operation on every day of the year, the employees of this Bargaining Unit are required to work on their regular shift, even though that shift may fall upon one of the above holidays. The employees shall, therefore, be entitled to twelve and one-half (12 1/2) days extra pay computed at straight time in lieu of the above holidays. Such sums shall be paid in one lump sum the third payday prior to Christmas. Employees who are required to work Christmas, Thanksgiving, and the 4th of July, shall, in addition to holiday pay provided for herein, be entitled to be paid double time for Christmas, Thanksgiving, and the 4th of July holiday actually worked. Only regularly scheduled patrol personnel shall receive the additional compensation for Thanksgiving, Christmas, and the 4th of July. Patrol Division Command Officers who take a regular leave day on a Christmas, Thanksgiving, or the 4th of July that falls on a Monday through Friday shall be allowed an additional leave day which must be taken during the 28 day schedule in which the holiday falls.

ARTICLE X - VACATIONS

SECTION A. Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacations shall be determined as of April 1st of each year:

DEPARTMENTAL SENIORITY AS OF APRIL 1st	MAXIMUM VACATION
Start of employment up to	
2 years	12 days
3 years	15 days
5 years	17 days
6 years	19 days
7 years	20 days
8 years	21 days
9 years	22 days
10 years	23 days
14 years	25 days

Employees with less than one (1) year of service on April 1 will be credited with five-sixths (5/6) day of vacation time for each completed calendar month of service by April 1.

SECTION B. Vacations shall be taken during the period beginning April 1st and ending March 31st. Provided, however, that in the event that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one year, because scheduling such vacation would drastically

interfere with the operations of the Department or other good reason, the Chief of Police may allow such unused vacation to be taken during the following fiscal year. If permission to take the unused vacation in the subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

SECTION C. Vacations will be granted at such time during the year as are suitable considering both the wishes of the employee and the efficient operation of the Police Department. A vacation day may be taken upon the approval of the Chief of Police. A vacation may be split into one or more weeks provided such scheduling does not drastically interfere with the operations of the Department. Employees required to take compulsory military training shall be allowed to take their vacations at the time such training must be taken.

SECTION D. If a regular payday falls during an employee's vacation, he may receive that pay in advance before going on vacation, provided, however, that he makes a written request to the City's Treasurer not less than three weeks prior to the vacation pay ending date.

SECTION E. If an employee is laid off or retires, he will receive any unused vacation credit, including that accrued in the current year. A recalled employee who received credit at the time of layoff for the current year will have such credit deducted from his vacation the following year.

SECTION F. 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 XI - Sick Leave, the employee may cancel his vacation and use his accumulated sick leave credit. The City may require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for such illness or injury. The employee may reschedule his vacation in accordance with Section C of this Article.

ARTICLE XI - SICK LEAVE

SECTION A. Permanent full-time seniority employees will earn and be credited with one and one-quarter (1 1/4) workdays of sick leave credit for each calendar month of service. In order to earn a day of sick leave, an employee must be paid for seventy five percent (75%) of the scheduled working days within the calendar month.

SECTION B. Employees shall be entitled to absence without loss of pay for sickness or other good cause upon application by the employee. It is specifically understood that this type of absence is not to be considered as additional vacation or holiday, but is to be taken only when some compelling necessity prevents the employee from performing his assigned duties.

SECTION C. 1. Unused "Sick Leave Days" not taken in any one fiscal year may be accumulated for use in the future, but such accumulation shall not exceed one hundred twenty (120) days, or the number of sick leave days accumulated by the employee as of June 30, 1987, whichever is higher.

An employee who retires from City service under its retirement plan or voluntarily resigns in good standing shall receive fifty (50%) percent of all unused accumulated leave under this Section at his then current rate of pay. Upon death of an employee, all unused sick leave will be paid at the rate of fifty (50%) percent to the employee's beneficiary as listed on his life insurance policy.

2. In addition to the sick leave accumulation set forth in Section C.1. above, employees may accumulate reserve sick leave as days are earned in excess of the applicable maximum under Section C.1. up to a combined total of two hundred (200) days. Reserve sick leave may be used on the same basis as other sick leave, provided that, in no event, shall the City make payment for any unused accumulated reserve sick leave; it being understood payments will only be made for the days accumulated under Section C.1. above.

SECTION D. An employee may be entitled to three (3) personal days per calendar year (non-cumulative), taken from the accumulated sick leave bank. The days may be taken at the employee's discretion, and unused days shall remain in the sick leave bank provided that their personal days cannot be used in conjunction with vacations or holidays.

ARTICLE XII - FUNERAL LEAVE

SECTION A. In case of death occurring in the employee's immediate family requiring his absence and during a duty period, the employee may be granted a leave of absence with pay for such period, not to exceed four (4) consecutive days, as will be necessary in the particular circumstances, one day of which shall be the day of the funeral. The grant of any such leave and the amount thereof shall be approved by the Chief of Police. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister, parent, grandparents and grandchildren or (2) any relative of the employee living in the same household, and his mother-in-law and father-in-law.

ARTICLE XIII - INSURANCE

SECTION A. The City agrees that, for the duration of this Agreement, it will continue to furnish Blue Cross/Blue Shield health insurance (or equivalent) for the permanent full-time employees and their families. The prescription co-pay will be \$3.00; and the Master Medical option provided will be Option II. The City shall pay any increase in premium costs for health care coverage with no reduction in benefits provided by the plan(s).

Effective May 10, 1994, the basic coverage provided shall be Blue Cross/Blue Shield PPO, the co-pay for prescription drugs will be \$5.00, and the Master Medical will be Option I. Employees who elect coverage under the PPO shall also receive benefits under the MMC-POV Rider.

Effective May 10, 1998, the annual deductibles will be \$200 for single coverage and \$400 for double or family coverage.

Effective May 10, 2000, the basic coverage provided shall be the Blue Cross/Blue Shield Community Blue PPO Plan 1, and the co-payment for prescription drugs will be \$10.00.

SECTION B. The City agrees that, for the duration of this agreement, it will pay the premiums to furnish permanent full-time employees life insurance in the amount of fifty thousand (\$50,000) dollars.

SECTION C. The City agrees that, for the duration of this agreement, it will continue to pay the premiums to furnish permanent full-time employees the disability insurance currently in force.

SECTION D. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plan set forth in Sections A and B of this Article, provided, if away from work due to non-duty related disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION E. Except as otherwise provided in the agreement, the insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires or the day he goes on any leave of absence or is laid off, provided that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for such employee.

SECTION F. Eligibility, coverage and benefits under the above insurance plan are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the City and the carrier. Any rebates or refunds on premiums paid by the City shall accrue to the City. With reference to the insurance set forth in Sections B and C above, the City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction of benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION G. The City will pay no more for health insurance than the applicable Blue Cross/Blue Shield PPO rates. In the event the cost of alternative health insurance plans exceed the cost of Blue Cross/Blue Shield PPO, the employee shall be responsible for such additional costs. The employee shall sign a payroll authorization card authorizing such deductions as a condition of eligibility for the alternative insurance benefits.

Effective May 10, 2000, the City will pay no more for health insurance than the applicable Blue Cross/Blue Shield Community Blue PPO Plan 1 rates.

SECTION H. The current level of benefits for dental and optical insurance will remain in effect for the term of this contract.

Effective July 1, 2000, the maximum benefit for Class I and Class II dental benefits will increase from \$600.00 per person total benefit year to \$1,000.00 per person total benefit year.

ARTICLE XIV - RETIREMENT

SECTION A. Employees included within the bargaining unit shall be entitled as a condition of their employment to the benefits of the retirement program as outlined in Chapter 2 Article V of the Farmington Hills City Code and shall participate in all amendments and improvements thereto including the following:

1. VOLUNTARY RETIREMENT ELIGIBILITY

Effective July 1, 1999, and for retirements occurring after that date, normal retirement shall be at fifty (50) or more years of age with twenty-five (25) or more years of service. Pension benefit shall be two point eight (2.8%) of average final compensation for the first twenty-five (25) years of service and one percent (1%) for each year of service thereafter, with the total benefit not to exceed 75% of average final compensation. Average final compensation will be

based on the three (3) consecutive highest years of the last ten (10). Average final compensation shall be defined as in the City Pension Ordinance, except that it shall also include annual longevity as a percentage of base pay, and lump sum holiday pay.

2. EARLY RETIREMENT ELIGIBILITY

Age 50 with 15 or more years of service credit. Pensions reduced to 0.2% for each month retirement precedes age 55. Benefits to be computed as set forth above in VOLUNTARY RETIREMENT.

3. DEFERRED RETIREMENT

If a member terminates with 15 or more years of service but prior to eligibility for normal or early retirement and leaves his accumulated contributions in the retirement system, he is eligible for a deferred pension beginning at age 55. Benefits to be computed as set forth above in VOLUNTARY RETIREMENT.

4. DUTY DISABILITY PENSION

Effective July 1, 1985, upon the retirement of a member of the bargaining unit pursuant to Section 4.320 of Chapter 4 of the Farmington Hills City Code, he shall be entitled to a pension of two-thirds (2/3) of the members monthly rate of compensation at the time he became disabled. Upon attainment of normal retirement age, an employee receiving a disability pension shall be placed on normal retirement and his pension recalculated and adjusted accordingly. If an employee dies in the line of duty, his spouse shall be entitled to a duty disability retirement as provided under this Section.

SECTION B. The City will pay a health insurance premium stipend for eligible retirees in good standing under the City's retirement system and: 1) who are at least fifty (50) years of age; 2) who have at least twenty-five (25) years of seniority in the City's Police Department on the date of retirement; and 3) who meet the requirements set forth in this Article.

1. The City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, Master Medical Option II or its equivalent, prescription drug rider - \$3.00 co-pay or its equivalent. Effective for retirements occurring after May 10, 1994, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-I or its equivalent, Master Medical Option I or its equivalent, prescription drug rider - \$5.00 co-pay or its equivalent.

Effective May 10, 1998, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, Master Medical Option I or its equivalent, prescription drug rider \$5.00 co-pay or its equivalent, and annual deductibles of \$200 for single coverage, and \$400 for double coverage.

Effective May 10, 2000, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, Master Medical Option V or its equivalent, prescription drug rider \$10.00 co-pay or its equivalent, and annual deductibles of up to \$200 for single coverage, and \$400 for double coverage.

2. The City's stipend payment will be made for the eligible employee and his/her lawful spouse.
3. The City's stipend payment shall not exceed six hundred (\$600.00) dollars per month or the cost of the actual premium, whichever is less. Any additional premium cost

shall be the obligation of the retiree. To continue his/her eligibility under this Article, the retiree must remit the retiree's share of the premium cost to the City Treasurer one month in advance. At the time the retiree attains eligibility age for Medicare, the City shall pay the full premium cost. Effective January 1, 1998, the City shall pay the full cost of the actual premiums for employees retiring on or after July 1, 1996.

4. There shall be a coordination of benefits with any other health insurance held by the retiree or the retiree's spouse. The City's insurance plan shall be considered the secondary insurance.
5. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program).
6. Any funds established by the City shall be vested in the City, and no officer covered by this Agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers.
7. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree is actively employed and covered by his/her employer's health insurance program.
8. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement.
9. An employee who receives a disability retirement under the terms of the City's retirement plan, will receive the health insurance benefit set forth above.
10. In the event a similar provision requiring a pension contribution of 4.5% (and Blue Cross/Blue Shield for retirees) is not contained in the patrol officers contract, each member of the Command Officers Unit must work a minimum of five (5) years in the Command Officers unit to be eligible for the benefits set forth in this provision.
11. This provision shall only apply to retirements which occur after July 1, 1985.

SECTION C. Effective July 1, 1985, employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

1. Definition: the annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) credited under the pension plan at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
2. The parties agree that the interest rate used to determine the reduction in retirement allowance as provided in 1. above shall be based upon the interest rate for an immediate annuity published monthly by the Pension Benefit Guaranty Corporation. The most current index prior to the member's retirement shall be used. A member

who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.

3. This option must be selected before the retirement date or be waived. The refund will be made within thirty (30) days after the date of retirement or sixty (60) days after notice of exercise of this option, whichever date is later.

SECTION D. Employees shall contribute four and one-half (4.50%) percent of the employee's annual salary, which shall include all compensation used to determine average final compensation as defined in this Article. Effective July 1, 1998, the employees' contribution shall be increased to five (5.0%) percent.

Effective July 1, 1999, the employee's contribution shall be increased to six percent (6.0%), which shall include all compensation used to determine final average compensation as defined in this Article.

SECTION E. Death-in-Service Benefits. A pension shall be paid for life to the surviving spouse of a deceased employee if each of the following conditions are met:

1. the employee has ten (10) or more years of credited service;
2. the employee was married to the surviving spouse at the time of the employee's death;
3. the employee died while an active employee of the City.

The amount of an eligible surviving spouse's benefit shall be the same pension to which the spouse would have been eligible if said employee had retired the day preceding the employee's death; elected form of payment A; and nominated the said spouse as survivor beneficiary. The benefit shall become payable at the time of death.

SECTION F. Retiree Health Insurance Waiver Allowance. The City shall provide a health insurance stipend waiver allowance, in lieu of retirement health insurance benefits, to eligible retirees who provide evidence of other current health insurance coverage. Retirees normally eligible for a double contract shall be eligible for a monthly cash waiver allowance equal to the cost of a single contract. Retirees normally eligible for a single contract shall be eligible for a monthly cash waiver allowance equal to one-half (1/2) the cost of a single contract. Application of the retiree waiver allowance program shall otherwise be subject to other provisions of the City's waiver allowance program currently in effect for active employees, the current City pension ordinance, and the current collective bargaining agreement.

Retirees who lose their other insurance shall become ineligible for the waiver allowance, and upon notification to the City, be re-enrolled -- even if outside the City's open enrollment period -- into the City's group retiree plan subject to other provisions of the City health insurance contract.

The cost of a single contract for this purpose only, shall be determined by averaging the costs of single group health insurance contracts by all City group health insurance providers, including health maintenance organizations and preferred provider organizations, but excluding Blue Cross/Blue Shield traditional contracts. The waiver allowance for retirees may not exceed the waiver allowance for active employees.

SECTION G. The City shall modify the election of pension options to include a "pop-up" provision,

which benefit will be funded at no cost to the City.

ARTICLE XV - CITY AND DEPARTMENTAL RULES

SECTION A. The City shall continue to have the right to establish, adopt, change, amend and enforce City rules and/or Departmental rules and regulations, not in conflict with the terms of this agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

SECTION B. New or amended work rules and/or regulations will be announced two (2) calendar days prior to their effective date. A special conference under the terms of Article XXIX may be arranged by the parties.

ARTICLE XVI - GRIEVANCE PROCEDURE

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

SECTION B. Subject to Section K or this Article, if the grievance involves the discharge or discipline of an employee for cause, it shall be processed in accordance with the provisions of the City of Farmington Hills Police and Fire Protection Ordinance and Police Manual.

SECTION C. If any grievance (except those excluded in Section B above) arises during the term of this agreement, such grievance may be submitted to the following Grievance Procedure:

Step One. If an employee feels he has a grievance, he shall, within five (5) working days of the time the alleged violation occurred, present the grievance orally to his immediate supervisor or other designated supervisor as the case may be. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Association representative may be in attendance if the employee so requests. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

Step Two. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a mutually acceptable grievance form and present the grievance to the Assistant Police Chief for a written answer. The written grievance shall be filed within ten (10) working days of the alleged violation. It shall name the employees involved, shall state the facts giving rise to the grievance, shall identify the provisions of this agreement alleged to be violated by appropriate references, shall state the contention of the employee and of the Association with respect to those provisions, shall indicate the relief requested, and shall be signed by the employee. The Assistant Police Chief, or his designated representative, shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

Step Three. If the grievance is not resolved in Step Two, the employee may, within five (5) working days after the receipt of the answer in Step Two, appeal the grievance to the Chief of Police. The appeal shall be in writing and it shall include the written grievance and the Assistant Police Chief's answer and it shall specify the basis of the appeal. The Chief of Police, or his designated representative, shall give the employee an answer in writing no later than ten

(10) working days after receipt of the written appeal.

Step Four. If the grievance is not resolved in Step Three, the Association may, within five (5) working days after the receipt of the answer in Step Three, appeal the grievance to the City Manager. The appeal shall be in writing and it shall include the written grievance and the Chief of Police's answer and it shall specify the basis of the appeal. A copy of the appeal shall be sent to the Chief of Police. The Association may, at the same time the written appeal is filed, submit a written request to the City Manager for a meeting to attempt to resolve the grievance. The meeting will be a mutually agreeable time and will take place within twenty (20) working days after receipt of the written appeal and the request for a meeting. The City Manager, or his designated representative, shall give the Association an answer in writing no later than twenty (20) working days after receipt of the written appeal. Additional time may be allowed by mutual agreement of the City and the Association.

SECTION D. All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred, or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Association within the time limit in that Step, shall be deemed abandoned. If the City does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. The time limits may be extended by the City and the Association in writing; then the new date shall prevail.

SECTION E. If the grievance is not resolved at Step Four of the Grievance Procedure and if it involves an alleged violation of a specific Article and Section of the agreement, the Association may submit the grievance to Arbitration by written notice delivered to the City Manager within ten (10) working days after receipt of the City Manager's answer in Step Four, or, the day such answer was due. The written notice shall identify the provisions of the agreement allegedly violated, shall state the issues involved and the relief requested. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Association, the employee, or employees involved, and the City.

SECTION F. Following the receipt of the notice to arbitrate, the Association and the City will meet at a mutually agreeable time to select an Arbitrator. If an Arbitrator is not selected within seven (7) working days following receipt of the written notice, the Association may, within the next seven (7) working days, apply in writing to the American Arbitration Association for arbitration under its rules.

SECTION G. It shall be the function of the Arbitrator, and he shall be empowered, except as his powers are limited below, after proper hearing, to make a decision in cases of alleged violation of the specific Articles and Sections of this agreement.

1. He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
2. He shall have no power to establish salary scales or change any salary.

If either party disputes the arbitrability of any grievance under the terms of this agreement, the Arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an Arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits. There shall be no appeal from an Arbitrator's decision if within the scope of his authority as set forth. It shall be final and binding on the Association, its members, the employee

or employees involved, and the City. The fees and expenses of the Arbitrator shall be shared equally by the City and the Association. All other expenses shall be borne by the party incurring them.

Claims for Back Pay. All grievances must be filed in writing within ten (10) days from the time the alleged violation was to have occurred. The City shall not be required to pay back wages for more than ten (10) days prior to the date a written grievance is filed.

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

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

SECTION I. Workdays for the purpose of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION J. Any agreement reached between management and Association representative(s) is binding on all employees affected and cannot be changed by an individual.

SECTION K. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION L. A matter involving several officers and the same question may be submitted by the Union as a policy grievance and entered directly at the Second Step of the Grievance Procedure.

SECTION M. In cases of disciplinary action which result in the loss of time or money, the employee may, within thirty (30) working days, appeal from the Police Trial Board or the Police Chief's decision, whichever is later, to binding arbitration as set forth in this Article at the employee's option. However, prior to any submission to arbitration, the City Manager shall have the opportunity to review the disciplinary action. The issue must be submitted for his review within ten (10) working days after the Police Trial Board or the Police Chief's decision, whichever is later. The City Manager shall respond within ten (10) working days, and the employee has thirty (30) working days to appeal to binding arbitration.

ARTICLE XVII - NO-STRIKE CLAUSE

SECTION A. During the life of this agreement, the Association shall not cause, authorize, sanction or

condone, nor shall any member of the Association take part in, any strike, sit-down, stay-in, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference with the operations of the City, including a labor dispute between the City and any other labor organization.

SECTION B. In the event of such prohibited conduct, the Association shall immediately instruct the involved employees in writing, with a copy to the City, that their conduct is in violation of the Contract and that they may be disciplined and/or discharged, and further shall instruct all persons to immediately cease the offending conduct. The Association further agrees that the City shall have the right to discipline, including discharge, any or all employees who violate this Article.

SECTION C. In the event of a violation of this Article, the City shall have the right, in addition to the foregoing and any other remedies it may have, to obtain injunctive relief.

ARTICLE XVIII - REPRESENTATION

SECTION A. The City recognizes the right of its employees to designate the Association President and his designated representatives for the purpose of handling contract grievances who shall be regular seniority employees of the Department. The Association President shall represent, and act on behalf of, all Association members. The designated representatives may exercise the rights of the Association President set forth in this Article only in the event the Association President is absent from work.

SECTION B. The City will recognize the Association President or designated representatives when his name and position have been certified in writing by the Association to the Chief of Police and the City Manager.

SECTION C. It is understood that such time will be devoted to the proper presentation of grievances and the privileges of this Section will not be abused.

SECTION D. All necessary time lost by the Association President (or designated representative) during his regular, straight time shift, because of grievance processing in accordance with Section C of this Article, shall be paid for by the City at the employee's regular, straight time hourly rate. It is understood that this only applies to time lost during the Association President's and/or designated representatives' normal, scheduled work time and does not apply to grievance activity during his non-work hours or after the scheduled work time.

SECTION E. The Association, its officers, Association President and designated representatives shall not assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of supervision or engage in any activity prohibited by Article XVII - NO-STRIKE CLAUSE.

SECTION F. A copy of a new or changed Police Department order, general order, rule, regulation or training bulletin will be made available to the President of the Association.

ARTICLE XIX - DISCIPLINE

An employee shall be entitled to representation by an appropriate Association representative at any and all meetings, at whatever stage in which disciplinary action is threatened or contemplated, or from

which meeting disciplinary action will ensue.

ARTICLE XX - DEPARTMENTAL INVESTIGATION

SECTION A. Whenever any complaint or charge shall be brought against an employee from external or internal sources which focuses the investigation upon an employee, who is covered by this agreement under such circumstances that if the facts alleged to be true, the employee would be guilty of the commission of the crime or offense under the State or Federal law or a traffic violation involving death or serious injury of a citizen, the following procedure shall be established for the obtaining of statements in connection with said complaint and the employee shall specifically have the right to representation by the Association at every stage of the proceeding:

1. The employee shall be given a summary of the charges against him.
2. Before he is interrogated or required to make any statement, he shall be allowed the opportunity to obtain the advice of counsel.
3. Any order to make a statement shall be a written order, the violation of which would constitute grounds for disciplinary action by the Department.
4. 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.

Nothing in the foregoing procedure shall limit the right of the Department to use such statement for Department disciplinary purposes.

SECTION B. The summary referred to in paragraph 1 above, shall set forth the name of the complainant, the time, date, place at which the alleged offense or incident occurred, and a description of the offense or incident.

SECTION C. It is understood that the Employer may request an employee to submit to examination questioning or interrogation by polygraph; however, no disciplinary action of any kind shall be taken against said officer for his refusal to take such tests. It is specifically agreed that employees shall never be ordered to take such a test unless and until it is declared by the Courts of the State of Michigan that evidence or information obtained in this manner is acceptable to aid in proving guilt or innocence. Such polygraph, if administered, will be administered by the Michigan State Police.

ARTICLE XXI - LEAVES OF ABSENCE

SECTION A. The City, in its sole discretion, may grant a temporary written leave of absence to Bargaining Unit employees for periods of up to thirty (30) calendar days. A written request for such leave must be submitted to the Chief or his designated representative and approved by him, or his designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City.

SECTION B. An employee on military leave for service in the Armed Forces of the United States shall be reinstated upon completion of such service in accordance with the requirements of the

applicable laws of the United States.

SECTION C. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform his assigned duties because of personal illness or disability and who has exhausted all sick leave available shall, at the written recommendation of a physician certifying the employee's inability to perform his duties, be granted a health leave of absence without pay or fringe benefits for the duration of said illness or disability, up to the length of the employee's seniority or eighteen (18) months (twenty-four {24} months in the case of duty related disabilities as set forth in Article XXII - Duty Related Disabilities), whichever is less. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXIV, Section E, certifying the physical and mental fitness of the employee to fulfill his duties. Upon expiration of the leave, the employee will be returned to his former classification, providing his seniority so entitles him and he can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION D. The City reserves the right to require an employee to take a health leave of absence pursuant to this section at any time during an employee's pregnancy if the employee is unable to satisfactorily perform her assigned duties. A seniority employee who has earned seniority at the time the leave is to commence who is unable to perform her assigned duty shall, at the written recommendation of a physician, be granted a maternity leave of absence without pay or fringe benefits for the duration of said disability, up to the length of the employee's seniority or 18 months, whichever is less. A written request for such a leave must be submitted to the City Manager as soon as possible after the pregnancy has been determined. When the employee can furnish her physician's statement certifying her fitness to perform her assigned duties and the expected delivery date, she shall be allowed to continue to work provided that the City reserves a right to require whatever additional medical certification of the employee's fitness to perform her assigned duties that it deems necessary. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of her intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXIV, Section E, certifying the physical and mental fitness of the employee to fulfill her duties. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her and she can perform the available work. Upon return, the employee will be credited with any unused sick leave held at the start of the leave and will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION E. All leaves shall be in writing, signed by the City and the employee receiving same. The employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION F. Any employee who seeks and, or obtains employment while on leave of absence shall be automatically terminated from the City effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose or the City Manager grants written permission.

SECTION G. Except as otherwise specifically provided in ARTICLE XXII - DUTY RELATED DISABILITIES, no benefits of any kind will be earned or accrued to, an employee during any leave of absence set forth in this Article. Seniority only for purposes of ARTICLE VIII - LAYOFF AND RECALL, shall accumulate for the first one hundred twenty (120) calendar days of any approved leave

of absence set forth in this Article, however, such time on leave shall not be considered as time worked for any other purpose under this agreement.

SECTION H. If an employee suffers a duty related disability (as defined in ARTICLE XXII - DUTY RELATED DISABILITIES) and, if it is ascertained that the nature of the injury or illness is such that the employee will be unable to return to work, such employee will be retired, if eligible, under the City retirement system at the termination of twenty-four (24) months on-duty related disability leave.

SECTION I. Full seniority shall continue to accrue during any unpaid leave of absence granted in accordance with the Family and Medical Leave Act of 1993, up to a maximum of twelve (12) calendar weeks. However, this time shall not be considered as time worked for any purpose of remuneration under this Agreement.

ARTICLE XXII - DUTY RELATED DISABILITIES

SECTION A. An employee who is disabled and unable to work because of a duty connected illness or injury shall be entitled to receive ninety-five (95%) percent of his regular pay, including sums received by way of weekly benefits under the Michigan Workmen's Compensation Law, any other disability benefits provided by law and any disability insurance provided for by this agreement (i.e., the City will pay the difference, if any, between all such payments and ninety-five (95%) percent of the employee's regular straight time pay) for the period of his disability, but not to exceed twenty-four (24) months from the date of injury or illness. A duty-connected illness or injury shall be such an injury or illness which is compensable under the provisions of the Michigan Workmen's Compensation Law. No charge will be made against the disabled employee's sick leave during this period. Such an employee will be placed on a leave of absence pursuant, and subject to, Article XXI, Section C., LEAVE OF ABSENCE, after the twenty-four (24) month period referred to above. At the expiration of said two (2) year period, the disabled employee shall be entitled to make use of his accumulated sick leave in accordance with the procedure established in the Police Procedure Manual for disability leave. During a disability leave, the Employer shall maintain hospital, medical, surgical and life insurance in force.

SECTION B. An employee who is unable to work as the result of a duty-connected disability, shall accumulate sick leave on the same basis as if he were actually working, but he shall not be entitled to vacation for the period in which he is on duty-connected disability.

SECTION C. When an employee is physically able, he will accept a limited duty assignment pursuant to Article XXIII - Limited Duty.

ARTICLE XXIII - LIMITED DUTY

An officer who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the Department. His activities and the duration of limited duty are to be prescribed by the City physician. In cases where there is a dispute of medical opinion between the City physician and the employee's physician, a third opinion shall be obtained from a physician mutually agreeable to the parties. The cost of the third opinion shall be equally shared by the City and the employee, and such third opinion shall be final and binding. The officer, while on limited duty, shall receive his current rate of pay with no deductions from sick time, compensatory time or other benefits.

ARTICLE XXIV - MISCELLANEOUS

SECTION A. Administrative Compensatory Time. Effective July 1, 1997, all patrol shift supervisors shall be paid twenty (20) minutes compensatory time at time and one-half (1.5) for each day worked. Such compensatory time shall be considered as compensation for preparing for and conducting roll calls, performance evaluations, administrative duties and other related tasks.

SECTION B. The City shall be obligated to provide for adequate and proper cleaning of the uniforms and no specific allowance shall be paid to the employee for the uniform cleaning. It is agreed that the City shall make appropriate arrangements so that the uniforms are returned to the employee within forty-eight (48) hours after an employee presents them for cleaning.

SECTION C. An employee upon leaving the employment of the City, or retiring, shall be entitled to be paid for unused compensatory time off and unused vacation, providing the employee provides the City, when possible, with at least two (2) weeks advance written notice of his resignation.

SECTION D. The Association may establish a "sick leave bank." The bank is to be credited with contributions from the accumulated sick leave of Police Department employees. Distribution, by the Association to Department employees who are unable to work because of illness or injury, may be made. Procedures shall be subject to the approval of the employer.

SECTION E. The City may, in its discretion, require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining a capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations. An officer shall have a yearly physical examination by the employer's doctor at the employer's expense.

SECTION F. The City may, at its discretion, require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for any illness or injury which has resulted on lost work time exceeding three (3) consecutive work days.

SECTION G. In lieu of pay for overtime, call-back time or court time, the employee shall be entitled, if he so elects, to receive compensatory time off. Such compensatory time off shall be computed at one and one-half (1 1/2) hours for each hour worked by the employee by way of overtime, call-back time, or court time. Compensatory time off may be accumulated to a maximum of one hundred and twenty (120) hours outstanding at any one time. Compensatory time off may be taken subject to the same restrictions as are applicable to vacations.

SECTION H. Duly authorized representatives of the Association and employees may be allowed to use rooms designated by the City for meetings and to transact official Association business, upon prior written approval of the City Manager or Chief of Police or other designated City representatives. Unless otherwise specifically provided in this Agreement, employees will not be compensated for any lost work time. The meeting will not displace any previously scheduled meetings and shall not interfere with or interrupt normal City operations.

SECTION I. Employees shall be financially responsible for any loss or damage to City equipment or property when such loss or damage is attributable to the intentional acts, or gross or willful negligence of the employee.

SECTION J. The City may, at its discretion, extend the roll call or orientation period by an additional five (5) minutes beyond the current roll call period. This additional time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefor.

SECTION K. The City and Union agree to the drug policy as outlined in Appendix A of this Agreement.

ARTICLE XXV - RESIDENCY

All employees shall, as a condition of continued employment, be residents and reside within that area which is within a twenty-five (25) mile radius from the Police Department headquarters of the City of Farmington Hills, Michigan.

ARTICLE XXVI - 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 that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the City and the Association for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter referred to or covered by this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

ARTICLE XXVII - CLOTHING ALLOWANCE

Employees covered by this agreement, who are assigned to work in plain-clothes positions, shall be eligible to receive a clothing allowance of \$650 per year. If an employee is assigned to a plainclothes position for less than one calendar year, his clothing allowance shall be pro-rated based on the length of time he is scheduled to or did spend in a plainclothes assignment. Employees who are assigned to a plainclothes assignment on a continuing basis may elect to receive compensation under this Section on either a quarterly or annual basis. Annual payment for clothing allowance shall be on a separate check paid on the third payday prior to Christmas of each year.

ARTICLE XXVIII - SAVINGS AND SEPARABILITY

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

ARTICLE XXIX - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Association and the City or its designated representative(s) upon the mutual agreement of the parties. Such meetings shall be between no more than two (2) representatives of the Association and two (2) representatives of the City unless otherwise agreed. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting, as well as, the names of the representatives of the party proposing the meeting who will be in attendance shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at mutually agreeable hours. The employee Association representative(s) shall not lose pay for time spent in the special conference. The request for a conference will be answered within five (5) days from the date of receipt of the request for a conference.

ARTICLE XXX - RETROACTIVITY

A retroactive payment, consisting of the difference between the wage set forth above and the wages actually paid between July 1, 1996 to the date the contract is signed by the principals' parties, will be made within thirty (30) days after the contract is ratified.

ARTICLE XXXI - JURY DUTY

SECTION A. A full-time employee with seniority who is called to and reports for jury duty shall be paid by the City for each day or portion thereof spent in performing jury duty if the employee otherwise would have been scheduled to work for the City and does not work, an amount equal to the difference between (1) the employee's regular straight-time hourly rate, exclusive of any premiums, for the number of hours spent on jury duty each day up to eight (8) (provided that he otherwise would have been scheduled to work those hours) and (2) the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses). The City's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of thirty (30) days in any calendar year provided that this period may be extended at the discretion of the Police Chief.

SECTION B. In order to receive payment under this Article, an employee must give the City prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he claims such payment. The provisions of this Section are not applicable to any employee who, without being summoned, volunteers for jury duty.

SECTION C. The City reserves the right to seek to get the employee excused from jury duty in order to work.

SECTION D. An officer assigned to the afternoon, midnight, or support shifts will be eligible for the jury duty set forth above on those days the officer serves four (4) hours or more (excluding travel time) on such jury duty. The City may reschedule the least senior employee(s) to cover the jury duty set forth in this provision.

ARTICLE XXXII - DURATION OF AGREEMENT

SECTION A. The provisions of this agreement shall be effective as of July 1, 1999, and shall continue and remain in full force and effect to and including June 30, 2002, and therefore for

successive periods of one (1) year, unless either party shall at least ninety (90) days prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination thereof, shall have the effect of continuing this agreement until such time that it is replaced with a new agreement, if such continuation is approved in writing by both parties to this agreement, otherwise the agreement shall terminate.

SECTION B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION C. IN WITNESS WHEREOF, the Association and the City have caused this agreement to be executed in their names by their duly authorized representatives the day and year first above written.

CITY OF FARMINGTON HILLS, MICHIGAN

FARMINGTON HILLS LIEUTENANTS AND SERGEANTS ASSOCIATION

By: [Signature] 10/29/99
Date

By: R. Burbank 10-20-99
Date

By: [Signature] 10/28/99
Date

By: [Signature] 10-21-99
Date

By: [Signature] 10-27-99
Date

By: [Signature] 10-21-99
Date

By: [Signature] 10/28/99
Date

By: [Signature] 10/21/99
Date

By: [Signature] 10/21/99
Date

BY: John Lucia 10/27/99
POLC

APPENDIX A
FARMINGTON HILLS
POLICE DEPARTMENT
DRUG TESTING POLICY

May 23, 1994

INDEX AS: Drug Testing - Sworn Officers

I. PURPOSE

The purpose of this order is to provide all sworn Officers with notice of the provisions of the departmental drug testing program.

II. POLICY

It is the policy of this department that the critical mission of law enforcement justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program.

The law enforcement profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an Officer's physical and mental health and, thus, job performance.

Where law enforcement officers participate in illegal drug use and drug activity, the integrity of the law enforcement profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug free law enforcement profession, this department will implement a drug testing program to detect prohibited drug use by sworn employees commencing January 1, 1994.

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test -- The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an Officer for chemical analysis to detect prohibited drug usage.

- D. Reasonable Suspicion -- That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an Officer. These facts or inferences would lead the reasonable person to suspect that the Officer is or has been using drugs while on or off duty.
- E. Probable Cause -- That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an Officer is or has been using drugs while on or off duty.
- F. Probationary Officer -- For the purpose of this policy only, a probationary Officer shall be considered to be any person who is conditionally employed with the department as a recently hired law enforcement Officer.
- G. MRO - Medical Review Officer -- The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an Officer's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement -- A standard letter of conditions for continued employment that is offered by the Chief of Police, or the right to same is invoked by an Officer under certain conditions outlined in this order, after it has been determined that the Officer has violated this order.
- I. Explainable Positive Result -- A positive finding in a urine specimen that contained that drug for legitimate reasons; such as a prescribed medication, a food product, or medication administered during a medical or dental treatment.
- J. False Positive Result -- A positive finding in a urine specimen that did not contain that drug.

IV. PROCEDURES/RULES

A. General Rules

The following rules shall apply to all Officers, while on and off duty:

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:

- (1) note from the prescribing doctor
- (2) copy of the prescription
- (3) show of the bottle label to his immediate supervisor

The Officer shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.

- b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No Officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief of Police or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an Officer's drug test was positive.

B. Applicant Drug Testing

1. Applicants for the position of Police Officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test indicating drug use prohibited by this order.

C. Probationary Officer Drug Testing

All probationary recruit Officers shall be required, as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the Chief of Police or his designee. Probationary recruit Officer may be tested prior to completion of the probationary period. A probationary recruit Officer shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the Chief of Police.

D. Officer Drug Testing

Sworn Officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. A Division Inspector may order an Officer to take a drug test upon documented probable cause that the Officer is or has been using drugs. A summary of the facts supporting the order shall be made available to the Officer prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the Officer's labor association, that an Officer submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any Officer voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any Officer who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provision set forth in this policy for a period of three (3) years.
3. A drug test will be administered as part of any promotional physical examination required by this department.
4. All sworn Officers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all sworn Officers will not exceed twice in a 365 day period, except for those Officers assigned to the narcotics unit.
 - a. The Chief of Police or his designee shall determine the frequency and timing of such tests.
 - b. The president of the labor association, or his designee, will receive a list of the Officers that have been required to take a drug test after all Officers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.
5. A drug screening test shall be considered as a condition of acceptance to the

Narcotic Unit. Furthermore, the members of the Narcotic Unit will be tested randomly at least once every six months and also when an Officer leaves the unit. The Officers of the narcotic unit shall be eligible to invoke the last chance rehabilitation provision set forth in this order.

E. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set forth in the Farmington Hills Police Department's Rules and Regulations, and may include discharge from the police department. Any discipline remains subject to review in accordance with the collective bargaining agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each Officer to be tested before the Officer enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the Officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Officer of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Officer enters same in order to document that the area is free of any foreign substances.
5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than four hours to give a sample. During that time the Officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the laboratory in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary

action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.

7. All specimen samples shall be sealed, labeled, initialed by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. initial screening test
 - b. confirmation test -- if the initial screening test is positive

2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.

3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level	(ng/ml)
Marijuana metabolite.	100
Cocaine metabolite.	300

Opiate metabolite	300*
Phencyclidine	25
Amphetamines.	1000
Barbiturates.	300

*25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory CG/MS test on a urine specimen that tested positive using a technologically different test than the initial screening method:

	Confirmatory Test Level (ng/ml)
Marijuana metabolite.	15*
Cocaine metabolite.	150**
Opiates:	
Morphine	300+
Codeine.	300+
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500

* Delta-9-tetrahydrocannabinol-9-carboxylic acid

** Benzoylcegonine

+ 25ng/ml if immunoassay-specific for free morphine

Barbiturates. 300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's request.

9. Any Officer who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.

H. Chain of Custody - Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises the specimens will be stored until all legal disputes are settled.

I. Drug Test Results

1. All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the Officer's job duties.

J. Substance Abuse Rehabilitation Program

Officers may participate in a substance abuse rehabilitation program, however, participation shall not prohibit drug testing under this policy.

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a Last Chance Agreement.
2. At the discretion of the Chief of Police, the last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.
3. Standard letter of conditions for continued employment (the Last Chance Agreement) must be signed by an authorized representative of the department and the officer.
4. An Officer must attend and successfully complete an authorized rehabilitation program.
5. An Officer must sign a form releasing any and all information to management as may be requested.

6. An Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An Officer may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to duty, the officer must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
9. The Officer shall be subject to the terms of last chance agreement for three (3) years after their return to work.
10. The Officer must agree in writing that the Officer will be automatically terminated forthwith if a violation of any portion of the Last Change Agreement occurs at any time during its enforcement term.
11. Officer must be advised that the Officer is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

L. Hold Harmless

1. The City agrees to defend and hold the Union harmless from any cost or expense by the Union in any litigation arising out of the City's activities in carrying out this drug testing program.

LAST CHANCE AGREEMENT

Re: _____

Whereas, the above referenced individual was found guilty of violating the departmental drug order on _____, and;

Whereas, the Farmington Hills Police Department will conditionally reinstate _____ to the same rank of _____, provided the Officer is found by medical examination to be capable of performing all the duties of the classification as determined by the Farmington Hills Police Department and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that:

1. Officer must sign a form releasing any and all information to management as may be requested.
2. Officer must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Officer must pass a medical examination administered by a medical facility designated by the Chief of Police prior to being allowed to return to duty. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Officer may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the Chief of Police, the Officer shall be returned to the Police Department at the rank of _____.
6. Once returned to duty, the Officer will present himself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of not more three (3) years. Officer _____ agrees to sign appropriate forms releasing any and all information to the Police Department as may be requested. Failure to follow the program directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will

be discharged from employment with the City of Farmington Hills subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.

8. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.
9. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ release the County and the Association from all liability and claims he may have had or now has with respect to his employment with the City of Farmington Hills whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Farmington Hills and the _____ Association.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 199__

OFFICER

DIVISION INSPECTOR

LABOR ASSOCIATION REPRESENTATIVE

POLICE CHIEF

MEMORANDUM OF UNDERSTANDING

It is understood and agreed to by the City and the Union that the sick leave provisions of the Agreement are intended to provide employees with income insurance in the event an employee is unable to work due to personal injury or illness or due to the serious injury of illness of an employee's immediate family member (spouse or child) requiring the care of the employee. The parties acknowledge the operational problems which may be caused by absenteeism, including staff shortages, overtime, lost productivity, reduced moral, increased costs, and inequitable distribution of workload. Recognizing the difficulties imposed on the City when employees are absent from work, the parties agree to the following guidelines, controls and incentives governing the use of sick leave outlined herein:

I. Sick Leave Absenteeism Control

A. Definitions

1. An absence for sickness or other good cause will be defined as an absence due to inability to work resulting from one of the following:
 - a. personal illness or injury of the employee;
 - b. a bona fide personal illness or injury of one's immediate family member residing in the same household and requiring the employee's presence, including the birth of an employee's child;
 - c. employee's doctor visits, provided that the appointment cannot be scheduled during non-working hours;
 - d. doctor visits of immediate family members residing in the same household and requiring the employee's presence; provided, however, that the appointment cannot be scheduled during non-working hours.
2. An occurrence is defined as each separate or distinct employee absence, including part day absences where an employee may leave work early due to illness. An absence of two (2) or more consecutive days is still considered to be one (1) occurrence. An absence due to a confirmed on-the-job injury shall not be counted as an occurrence under these guidelines. The number of occurrences of absenteeism, as well as the total hours/days of absence within specific periods of time, and the pattern of such absences shall be used to determine whether an employee's attendance record is acceptable.

3. For purposes of this policy, immediate family member is defined as the spouse, child, parent, or other legal dependent living in the same household as the employee.

B. Regulations

1. Consistent with provisions of our Agreement, the City may in certain instances require an employee to provide a physician's statement. A physician's statement must include the following information:
 - a. date treated by the physician;
 - b. diagnosis;
 - c. whether an employee may return to work, and restrictions, if applicable;
 - d. date employee may return to work, and date restrictions are lifted, if applicable;
 - e. signature of the treating physician.
2. Every effort will be made by the parties to treat physician's statements and other medical documentation in a confidential manner.
3. Unpaid absences shall be counted as absences subject to the provisions of this Memorandum.
4. An employee who fraudulently attempts to collect sick leave pay (for purposes of example, falsifying a physician's statement) may be subject to disciplinary action up to and including discharge.
5. Approved personal leave days taken in accordance with our Agreement are not subject to the provisions of this Memorandum.
6. The provisions of this Memorandum are considered to be in addition to those already negotiated by the parties in their collective bargaining agreement. The parties do not waive any other rights except as specifically stated herein.
7. This Memorandum does not, and is not intended to, abridge guaranteed rights of an employee as provided for under applicable State or Federal statutes.

C. Procedure

1. An employee who has four (4) or more occurrences of sick leave within a six (6) month period shall be counseled by his/her supervisor regarding their employment obligation and the necessity of regular attendance.
2. An employee with six (6) or more occurrences of sick leave within an eight (8) month period shall again be counseled by his/her supervisor and may be required to have all future absences verified by a physician's statement.
3. An employee with eight (8) or more occurrences of sick leave within a twelve (12) month period shall receive a written warning documenting the concern regarding the employee's attendance and warning that further occurrences of sick leave will result in forfeiture of future vacation accrual and other potential disciplinary action.
4. An employee who has ten (10) or more occurrences of sick leave within a twelve (12) month period shall receive a written notice informing them that their chronic use of sick leave is excessive and has resulted in a forfeiture of vacation accrual during the following year equal to one (1) day of vacation. In addition, the employee will be notified that each occurrence exceeding ten (10) occurrences thereafter during a twelve (12) month period shall result in forfeiture of another day of vacation accrual.
5. Continued abuse or excessive use of sick leave may result in review of an employee's employment relationship with the City and eventual termination.
6. Actions taken in accordance with these guidelines are not subject to the grievance procedure unless such actions result in loss of time or discharge.
7. Exceptions to this procedure may be granted at the discretion of the City in special circumstances, or in the event of an unpreventable chronic medical condition documented to the satisfaction of the City. Disputes involving such medical documentation will be resolved in accordance with provisions of our Agreement.

II. Sick Leave Cash Incentive

- A. An employee who accumulates one hundred twenty (120) days sick leave may exercise either one of the following options:
 - 1. An employee may cash out, at a rate of fifty (50%) percent of their annual base pay, their unused sick leave days earned in the immediately ending fiscal year. Such requests for cashout must be submitted in writing to the Finance Department through the appropriate Department Head within thirty (30) days after the start of a new fiscal year.
 - 2. The employee may have the unused sick leave accrued at a rate of one hundred (100%) percent added to their reserve sick bank, up to the maximum specified in our Agreement.
- B. In order to be eligible for the annual cashout provision, an employee's sick leave bank must remain at a level of at least one hundred twenty (120) days. An employee may not cashout sick leave under the annual cashout provision that would reduce their sick leave bank to a level below one hundred twenty (120) days.

III. Effective Date

This Memorandum of Understanding will become effective January 1, 1994 and shall apply to all absences occurring after the effective date.

UNION

CITY

Judith S. ...
Patricia ...
Arnold ...
 Michael F. ...
 Union Council

Arthur ...
...
...

DATE SIGNED May 23, 1994