

4810

6/30/2001

A G R E E M E N T

between

CITY OF FARMINGTON HILLS, MICHIGAN

and

**LOCAL 2659, IAFF
(AFL-CIO) CLC
Fire Fighters**

Farmington Hills, City of

July 1, 1998 through June 30, 2001

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P R E A M B L E

THIS AGREEMENT, entered into on this _____ day of _____, 1999, between the City of Farmington Hills, Michigan, party of the first part, hereinafter referred to as the "City", and Local 2659, IAFF (AFL-CIO) CLC, party of the second part, hereinafter referred to as the "Union".

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 Union supports the Farmington Hills Fire Department mission statement as utilizing a combination of career and part-paid personnel in an efficient and effective manner, as having responsibility to preserve the resources of the community through fire prevention and suppression, to reduce the adverse effects of injury or sudden illness through quality emergency medical service as first responders, to provide the necessary services during natural or man-made disasters, and to respond to the community as requested in the spirit of the fire service, and

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

WHEREAS, the City and the Union 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 Union 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 employees in the bargaining unit certified by the Michigan Employment Relations Commission in case No. R78 J-469 as follows:

All full-time employees below the rank of Deputy Chief.

But excluding: the Fire Chief, Deputy Chief, Office Clerical employees, Paid-Callback employees, 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 Union designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965, with respect to the employees in the unit defined in Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having it adjusted without intervention of the Union, if adjustment is not inconsistent with the terms of this

Agreement, provided that the Union has been given an opportunity to be present at such adjustment.

SECTION D. The recognition of the Union by the City is limited to those matters for which a labor organization is entitled to bargain under Act 336, PA 1947, as amended.

ARTICLE II - DUES

SECTION A. During the life of this Agreement, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union 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 Union and shall, as a minimum, recite that the City is authorized to deduct union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union 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 the second pay of the month and each month thereafter, 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 Union as soon as possible after the 10th day of the following month.

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

SECTION F. Deductions for any calendar month shall be remitted to the designated Financial Officer of the Union with a list for whom membership dues have been deducted.

SECTION G. Authorization for deduction 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 ten (10) 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.

ARTICLE III - SCOPE OF CONTRACT

SECTION A. This Contract includes each and every agreement entered into between the City and the Union with respect to those subjects for which the Union is authorized to act as a representative of 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 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 Union shall be entitled at reasonable times to confer with the Fire Chief with respect to work loads, 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.

ARTICLE IV - MANAGEMENT RIGHTS CLAUSE

The City Council 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 Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City Council, including, but without 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 lay off 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; (i) to determine lunch, rest periods, and cleanup times, the starting and quitting times; (j) to subcontract or purchase the construction of new facilities or the improvement of existing facilities; (k) to subcontract or purchase any work processes or services in line with past practices; (l) to select employees for promotion or transfer to supervisory or other positions within the department; (m) to establish training requirements for purposes of maintaining or improving professional skills of employees. 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 enumerations 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.

ARTICLE V - REMUNERATION

SECTION A. Annual base rates:

| Fire Fighter | | | |
|-------------------------|---------------|---------------|---------------|
| Years of Service | 7/1/98 | 7/1/99 | 7/1/00 |
| 0 - 12 Months | 30,820 | 31,745 | 32,697 |
| 12 - 24 Months | 35,952 | 37,031 | 38,142 |
| 24 - 36 Months | 41,087 | 42,320 | 43,590 |
| Over 36 Months | 46,219 | 47,606 | 49,034 |

| Fire Plan Review Officer | 7/1/98 | 7/1/99 | 7/1/00 |
|---------------------------------|---------------|---------------|---------------|
| | 46,219 | 47,606 | 49,034 |

| Fire Fighter Shift Personnel | | | |
|-------------------------------------|---------------|---------------|---------------|
| Years of Service | 7/1/98 | 7/1/99 | 7/1/00 |
| 0 - 12 Months | 32,361 | 33,332 | 34,332 |
| 12 - 24 Months | 37,750 | 38,883 | 40,049 |
| 24 - 36 Months | 43,142 | 44,436 | 45,769 |
| Over 36 Months | 48,531 | 49,987 | 51,487 |

| Batallion Chief | | | |
|-------------------------|---------------|---------------|---------------|
| Years of Service | 7/1/98 | 7/1/99 | 7/1/00 |
| Probationary | 55,321 | 56,981 | 58,690 |
| 1 Year | 58,234 | 59,981 | 61,780 |

| Lieutenant | | | |
|-------------------------|---------------|---------------|---------------|
| Years of Service | 7/1/98 | 7/1/99 | 7/1/00 |
| Probationary | 55,715 | 57,386 | 59,108 |
| 1 Year | 58,842 | 60,607 | 62,425 |

| Fire Marshall | | | |
|-------------------------|---------------|---------------|---------------|
| Years of Service | 7/1/98 | 7/1/99 | 7/1/00 |
| Probationary | 60,328 | 62,138 | 64,002 |
| 1 Year | 63,453 | 65,357 | 67,318 |

SECTION B. In addition to the pay provided for above, the employee shall receive annually on the third payday prior to December 31, 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 straight time 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 employee's last date of hire as a permanent employee.

| 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 bi-weekly. Shift personnel shall be paid the average of 84 hours bi-weekly. Shift personnel shall sign a wage deduction authorization form allowing the City to deduct any overpayment resulting from shift transfers, leaves, or terminations occurring before the end of a full eight week shift cycle.

SECTION D. If a non-shift employee is required by his supervisor to work longer than ten (10) hours on any regular working day, or forty (40) hours in any one work week, he will be compensated at an hourly rate equal to one and one-half (1 1/2) times his hourly rate. In the event a Career Fire Fighter is called back to work by the Department and reports back to duty as a Career Fire Fighter, he will be paid at the rate of time and one-half (1 1/2) his regular straight-time rate and be guaranteed a minimum of two (2) hours callback pay.

1. In addition to the above, if any shift employee is required to work longer than his normal regular shift, the employee will be compensated at an hourly rate equal to one and one-half (1 1/2) times the employee's hourly rate.

SECTION E. Whenever there exists an emergency or alert situation where departmental personnel, full-time or paid callback are on standby at the end of a work shift, employees will be held over until said emergency or alert ends, and will be paid at the rate of time and one-half (1 1/2) their regular straight-time rate for hours worked until such emergency ends. In the case of a weather alert or other standby situations, employees may be released by the Chief or officer in charge prior to the end of said alert or standby and if so, may at their option request and be granted permission to continue on duty and shall be paid at their regular straight-time rate of pay until such standby or alert ends.

In the event full-time personnel are involved in an emergency incident (actual fire or medical run) at the end of the normal work shift, they will remain on duty until such emergency incident (actual fire or medical run) is terminated and completed.

In the event of an emergency condition -- exclusive of tornado warnings -- in which all Department career and paid callback personnel are called back to duty, career Fire Fighters responding shall be paid at one and one-half (1 1/2) times their regular straight time rate.

SECTION F. Whenever there exists a "general alarm", except for tornado warnings and weather standby, toning out all paid-callback personnel from all four (4) stations, career Fire Fighters responding from off duty or as a paid-callback, shall be paid at the rate of time and one-half (1 1/2) his regular straight-time rate. Employees responding to tornado warnings or weather standby shall be compensated at the regular straight-time rate. For purposes of this Article, "general alarm" shall be defined to mean any situation where manpower at all four (4) stations is committed to an emergency incident or incidents, excluding medical emergencies.

SECTION G. Four-ten premium pay. In return for Fire Fighters being available for emergency runs during their lunch hours, they will be entitled to one-half (1/2) hour of pay at their regular straight-time rate of pay for each day worked and for each day of approved holiday, vacation, and Departmental training time, payable bi-weekly.

SECTION H. Notwithstanding the provisions of Sections D and E of this Article, in lieu of pay for overtime, the employee shall be entitled, if he so elects, to receive compensatory time off. Compensatory time shall be accumulated at the rate of one and one-half (1 1/2) times each hour of overtime work. Compensatory time off may be accumulated to a maximum of thirty (30) hours outstanding at any one time. Compensatory time may be carried from one annual period to the next. Compensatory time may be taken off subject to the prior approval by the Department. It is understood that the use of compensatory time shall not result in overtime costs to the Department. Any compensatory time shall be taken in accordance with the limitations imposed by Article XXVII, Section K.

SECTION I. If a full-time employee is required to appear in court on his regularly scheduled day off, he will be compensated at the rate of one and one-half (1 1/2) times his regular straight time rate and be guaranteed a minimum of three (3) hours of pay.

SECTION J. A full-time employee who is called to and reports for jury duty shall be paid by the City for each day 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 daily rate of pay, not to include any premium pay 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 Fire Chief.

In order to receive payment under this Section 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 those 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.

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

SECTION K. Provisions of this Agreement pertaining to overtime or premium payments shall not apply to the positions of Lieutenant and Fire Marshal.

SECTION L. The selection of a career Fire Fighter/Inspector to work out of rank shall be governed by seniority of employees on shift. Any Fire Fighter/Inspector so selected shall be paid at the probationary rate of the temporary assignment commencing with the effective day of assignment. Pay out of rank shall cease when an employee ceases to perform the duties out of rank. Employees shall receive the above after working two cycles (8 consecutive shifts).

ARTICLE VI - NEW OR CHANGED JOBS

When a new job is placed in existence which cannot be properly placed in the existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The City will, after written notice to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the City to review the temporary rate. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period.

ARTICLE VII - WORK SCHEDULES

SECTION A. The normal work week consists of forty (40) hours. The normal work day consist of ten (10) hours. The hours for the day shift will be 7:30 a.m. to 6:00 p.m. The Lieutenants and Fire Marshal will be scheduled at the discretion of the Fire Chief. This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal work day or the normal work week.

1. The work week for all employees including Battalion Chiefs who are assigned to the Central Station shall be an average of forty-two (42) hours, computed over a period of one (1) year.

The normal workday shall be either a ten and one-half (10 1/2) hour day shift beginning at 0730 hours, or a Thirteen and one-half (13 1/2) hour night shift beginning at 1800 hours, except in the case of employees assigned to Fire Prevention or Training.

The normal schedule shall be on an eight consecutive day cycle consisting of two (2) day shifts followed by two (2) night shifts (over a period of four (4) days) and followed by four (4) days off. Employees who are assigned the forty-two hour schedule described herein shall be referred to as "shift personnel."

SECTION B. All employees assigned to an out station will be allowed an unpaid break of thirty (30) minutes during their regular work shift and will be compensated in accordance with other provisions of this contract; all employees assigned to the Central Station shall receive a paid break of thirty (30) minutes during their regular work shift and will be compensated in accordance with other provisions of this contract. The lunch break shall be taken at the discretion of the individual employee, but shall not be taken at such times as to interfere with his job responsibilities. Employees will remain available for emergency runs while at lunch, and may complete their lunch upon return to the station. If they are unable to take or complete their lunch due to emergency runs, they will be paid time and one-half (1 1/2) their regular straight-time rate for the lunch time lost.

SECTION C. The City reserves the right to schedule the work week and work day and the right to schedule the lunch break.

SECTION D. Subject to applicable laws, the City reserves the right to require employees to work overtime.

SECTION E. Overtime will be permitted only when authorized by a supervisor.

SECTION F. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime

payment on any other basis, thus eliminating any double or pyramiding overtime payment.

SECTION G. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his work day.

SECTION H. Subject to Departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days, with the approval of the Chief or his designee, provided that employees scheduled to work must inform the City in advance of any voluntary trade of work days or leave days. No employee shall trade days with any other employee or Paid-Callback personnel for the purpose of achieving any premium payments due under this contract. Full-time employees may not subcontract any portion of their work to Paid-Callback personnel. Days traded must be taken within the same twenty eight (28) day pay period.

SECTION I. Daylight Savings Time Conversion. In those situations in which a shift employee of the Central Fire Station is scheduled and works fourteen and one-half (14 1/2) hours, the employee will be compensated for the additional hour of work at his normal overtime hourly rate pursuant to the terms of the collective bargaining agreement. In the event the employee is scheduled to work twelve and one-half (12 1/2) hours, the City will revise the employee's schedule so that the employee works thirteen and one-half (13 1/2) hours.

SECTION J. Transfers. Employees shall be given the opportunity to transfer from or to the Central Station on an annual basis. In addition, employees shall be given the opportunity to transfer to another shift within the Central Station. Transfers will be based on the employees seniority in accordance with provisions of the contract. Employees may submit requests for transfers once a year. Requests shall be taken beginning February 1st with the request period ending February 28. Transfers to the new station assignments shall take place after the last full cycle prior to July 1 of each fiscal year.

ARTICLE VIII - SENIORITY

SECTION A. New employees hired after the effective date of this Agreement into the Bargaining Unit shall be considered as probationary employees for the first twelve (12) months of their employment. 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 twelve (12) months prior to the date he completed his probationary period. There shall be no seniority among probationary employees.

SECTION B. The Union 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 Union shall not represent probationary employees with respect to discharge or discipline by the City other than for Union activities.

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 notify the City within the three (3) days.

5. Fails to return from a leave of absence at the designated time.

6. Retires.

7. Fails to report for work within fourteen (14) calendar days from the Monday following the receipt of the notice of recall from layoff.

SECTION D. It shall be the responsibility of each employee to notify the City of any change of address or telephone number within twenty-four (24) hours of the change. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees. This information is for the official use of the City and will be kept confidential. Employees names and telephone numbers only may be distributed to departmental personnel.

SECTION E. 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 Fire Chief, which assignments shall not exceed ninety (90) days in length.

ARTICLE IX - PROMOTIONS

SECTION A. All promotions to classifications within the bargaining unit shall be filled by bargaining unit personnel. A promotion shall be defined as a move from one job classification to another having a higher base rate as listed in Article V. In order to be eligible for promotion to any classification below the rank of Deputy Chief, an employee must attain placement on the Department eligibility roster as provided in this Article. Requests for transfer or demotion, or the ability to compete for transfer or demotion, may be granted at the mutual agreement of the City and the Union.

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 in advance not less than three (3) months in advance. To the extent possible, the Chief will furnish a bibliography and outline covering the contents of the written examination.
2. The Chief will announce the specific examination dates at least thirty (30) days in advance.
3. Those employees with a minimum of four (4) years of seniority as Career Fire Fighters, attained by the first examination date, will be eligible to participate in the competitive examinations, provided that each employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than fourteen (14) days prior to the first examination date. The requirements for seniority may be waived at the discretion of the Chief.

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 to achieve a passing grade in any element shall disqualify him from further consideration. All

applicants who pass the written examination shall be given the oral examination. All applicants who pass the oral examination shall receive a Departmental evaluation.

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 (50%) percent.
2. The percentage (%) attained on the oral examination multiplied by fifteen (15%) percent.
3. The average percentage (%) attained on the Departmental evaluations multiplied by twenty-five (25%) percent.
4. Each candidate will be awarded .66 of a point for each year of seniority, up to a maximum of fifteen (15) years. These seniority points, up to a maximum total of ten (10), will be added to the points attained in the written examination, oral examination, and Departmental evaluation elements comprising the total composite score.

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

SECTION F. All individuals promoted to the ranks below Deputy Chief shall serve a one (1) year probationary period from the date of appointment. If an employee requests to step down within one year from the date of his promotion, or is reduced from a rank higher than Fire Fighter, he will be returned to the rank of Fire Fighter. In such cases, the Chief, at his sole discretion, may either promote another candidate from the most recent eligibility roster, or establish a new eligibility roster subject to other provisions of this Article.

SECTION G. In the event the City wishes to fill a permanent position of any rank below the Deputy Chief, the Chief will appoint an individual who is on the eligibility roster. If the number of applicants on the eligibility roster falls below two (2), the City may elect to establish a new eligibility roster, or to accept applications from outside the bargaining unit to be evaluated by an independent ranking procedure, in which case full-time employees are eligible to apply.

ARTICLE X - LAYOFF AND RECALL

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

SECTION B. Employees shall be laid off according to the following procedure:

1. Probationary and part-time employees within the affected classification within the department will be laid off first. Employees to be laid off shall receive at least thirty (30) calendar days notice of layoff.
2. Thereafter, seniority employees with the least amount of seniority within the classification within the department will be laid off according to their Department seniority, providing the remaining employees in the classification and department can perform the available work.
3. When a seniority employee is removed from the classification within the department as a result of layoff, he may be allowed to bump the least senior employee in the lowest-paying classification within the department in accordance with his City seniority, providing he can perform the available work and the remaining employees within the lower classification within the department can perform the available work.

4. In the event the layoff under Section B-2 occurs in the lowest-paying classification within a department, the provisions of Paragraph B-3 will not apply.

SECTION C. For purposes of this Article, the term "department" means the Fire Department. The term "City seniority" means the employees' seniority as defined in Article VIII - Seniority.

SECTION D. It is understood and agreed that the City has the sole right to select the classification(s) in which the layoff will take place.

SECTION E. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work. 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 to work within fourteen (14) days from the Monday following the receipt of the notice of recall, he shall be considered to have voluntarily left the employment of the City. The City may 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 XI - HOLIDAYS

SECTION A. Permanent full-time employees shall be granted paid leave time at their regular straight-time rate for their normal duty hours for designated holidays in accordance with the following schedules:

4/10 Schedule

New Year's Day
*Washington's Birthday
Memorial Day
Independence Day
Labor Day
*Veterans Day
Thanksgiving Day
Day after T-Day
Christmas Day
Christmas Eve Day
New Year's Eve Day

5/8 Schedule

New Year's Day
*Washington's Birthday
*Good Friday (Afternoon)
Memorial Day
Independence Day
Labor Day
*Columbus Day
*Veterans Day
Thanksgiving Day
Day after T-Day
Christmas Day
Christmas Eve Day
New Year's Eve Day

Shift Personnel

New Year's Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

*Denotes Floating Holiday to be scheduled by employees with approval by the Chief.

Sections B, C, D, and E do not pertain to shift personnel.

SECTION B. The following rules shall govern the payment of holiday pay:

1. Employees must work the full scheduled work day prior to and the full scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is authorized in writing by the Fire Chief.
2. The employee would otherwise have been scheduled (i.e., not on layoff, etc.) to work on such day, if it

had not been observed as a holiday.

3. If an employee is regularly scheduled to be off on the day observed for a regular holiday, due to the four day, ten hour work schedule, he will be entitled to take a floating holiday in accordance with the floating holiday provisions.

SECTION C. In the event an employee works on one of the regular holidays set forth in Section A above, he will be paid at the rate of time and one-half (1 1/2) his regular straight-time rate in addition to the holiday pay.

SECTION D. With respect to New Year's Day, Independence Day, and Christmas Day, if the holiday falls on a Sunday, the following Monday shall be deemed the holiday; and if the holiday falls on Saturday, the preceding Friday shall be deemed the holiday. When New Year's Eve and Christmas Eve fall on a Friday, Saturday, or Sunday, the eve day will be considered a floating holiday to be scheduled as in Section A above.

SECTION E. Floating holidays, once accrued, must be used within the fiscal year during which they were accrued. Floating holidays may not be carried forward into the following fiscal year nor may they be cashed out. However, in no event, shall an employee be afforded less than ninety (90) days to use an accrued floating holiday.

SECTION F. Holiday Pay. Because the City of Farmington Hills Fire Department must maintain its operation on every day of the year, shift personnel are required to work their regular shift even though that shift may fall upon one of the above holidays. The employees shall, therefore, be entitled to one hundred and twenty (120) hours 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, or 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 shift personnel shall receive the additional compensation for Thanksgiving, Christmas, and the 4th of July. Shift personnel who take a regular leave day on a Christmas, Thanksgiving, or 4th of July that falls on a Monday through Friday shall be allowed an additional leave day which must be taken within the fiscal year during which they occurred. Holidays will begin the day of the holiday at 0730 hours and end the following day at 0730 hours.

ARTICLE XII - VACATIONS

SECTION A. Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacations shall be determined as of July 1 of each year. Effective July 1, 1989, the vacation schedule for all employees shall be as follows:

| Seniority as of July 1 | Maximum Vacation |
|---|------------------|
| Start of employment up to two (2) years | 96 hours |
| 3 years | 120 hours |
| 5 years | 136 hours |
| 6 years | 152 hours |
| 7 years | 160 hours |
| 8 years | 168 hours |
| 9 years | 176 hours |
| 10 years | 184 hours |
| 14 years | 200 hours |

An employee who does not successfully complete his probationary period shall not accrue or be granted vacation benefits.

SECTION B. Vacations shall be taken during the period beginning July 1 and ending June 30. 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 for other good reason, the Fire Chief may allow unused vacation to be taken during the following fiscal year.

SECTION C. 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 (3) weeks prior to the vacation pay ending date.

SECTION D. 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 E. 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 XIII - Sick Leave, the employee may cancel his vacation and use his accumulated sick leave credit upon written application to and approval of the City. Such written application must be filed with the Fire Chief no later than the day such employee returns to work. The City may require that employees authorize their doctors to provide specific and detailed medical data from the employee's doctor for such illness or injury.

SECTION F. Vacations will be granted at such times during the year as are suit-able considering both the wishes of the employee and the efficient operations of the Fire Department. A vacation day may be taken upon the approval of the Fire Chief.

1. Employees will receive annually, during the first of July, a vacation readout which shows the days used in the prior period and the credit for the following period.

2. Major vacations will be scheduled twice a year.

Period 1 = July 1 - December 31

Period 2 = January 1 - June 30

Requests for the first period will be submitted by May 15, with an approval/disapproval received by June 15.

Requests for the second period will be submitted by November 15, with an approval/disapproval received by December 1.

Consideration will be given on the basis of seniority in those cases where there are more than two requests for the same time period.

3. Requests not submitted at the designated time periods will be approved on a first come basis, and must be submitted at least ten days prior to the requested time. Approval/Disapproval for the requested time will be received within four days.

4. If an employee wishes to cancel an approved vacation day(s), it must be done at least five (5) days prior to the time in question.

SECTION G. Employees shall be paid off annually for all unused vacation time, at straight time and at the rate of pay applicable when earned, subject to the provisions of Section H. of this Article.

SECTION H. Employees may accumulate up to forty (40) hours vacation leave which can be carried into one additional vacation accumulation period, and will be paid at the rate of pay applicable when earned. Such request must be made in writing to the Chief.

ARTICLE XIII - SICK LEAVE

SECTION A. Full-time regular employees will earn ten (10) hours of sick leave for each completed full calendar month of service. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION B. Employees shall be entitled to absence without loss of pay for sickness upon application by the employee. An employee shall be entitled to three (3) personal days (30 hours) per fiscal year, (non-cumulative) taken from the one hundred twenty (120) hours granted in Section A. Personal days may not be used in conjunction with vacations or holidays. The employee must submit a written request at least five (5) working days in advance when possible, and receive approval from the Chief. Probationary employees will accumulate sick leave during their probationary period, but cannot receive or use sick leave during their probationary period.

SECTION C. In order to receive compensation while absent on sick leave, the employee must notify his immediate supervisor thirty (30) minutes before the time set for beginning his daily duties or present an excuse acceptable to the City.

SECTION D. The City may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave is taken. Falsification of such evidence will be cause for dismissal.

SECTION E. No sick leave may be taken until earned; however, the Fire Chief may grant an exception to this requirement when he believes it is warranted by the circumstances.

SECTION F. Employees on leave of absence without pay shall not accumulate sick leave while on such leave.

SECTION G. The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence.

SECTION H. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request.

SECTION I. Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION J. 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 960 hours. An employee who retires from City service under its Retirement Plan or voluntarily resigns in good standing, shall receive fifty percent (50%) of all unused accumulated leave time 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 percent (50%) to the employee's beneficiary, as listed in his life insurance policy.

SECTION K. In addition to the sick leave accumulation set forth above, employees may accumulate reserve sick leave as days are earned in excess of the applicable maximum set forth in Section J., up to a combined total of 1600 hours. Reserve sick leave may be used on the same basis as other sick leave provided that in no event shall be City make payment for any unused accumulated reserve sick leave; it being understood payments will only be made for the days accumulated as regular sick leave (960 hours).

SECTION L. The Union may establish a sick leave bank to be used in the event a member exhausts all other leave benefits due to illness or injury. Employees may contribute up to ten (10) hours of sick leave per year for each year of service to the City. These hours may be placed in the sick leave bank as they are needed. Distribution by the Union to full-time employees shall be subject to the approval of the City.

ARTICLE XIV - HEALTH INSURANCE

SECTION A. The City agrees that, through May 9, 2000, it will continue to pay the premiums to furnish the Blue Cross/Blue Shield PPO currently in force. Effective May 10, 2000, the basic coverage provided shall be Blue Cross/Blue Shield PPO, the co-pay for prescription drugs will be \$5.00, the Master Medical will be Option V, and the annual deductibles will be up to \$200 for single coverage and \$400 for double and family coverage. Employees who elect coverage under the PPO shall also receive benefits under the MMC-POV Rider.

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 exceeds the cost of the basic plan specified herein, the employee shall be responsible for such additional cost. The employee shall sign a payroll authorization card authorizing such deductions as a condition of eligibility for the alternative insurance benefits.

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 optical insurance currently in force.

SECTION D. The City agrees that, for the duration of the Agreement, it will continue the disability program currently in effect. The bi-weekly benefit shall equal fifty percent (50%) of an employee's bi-weekly base pay rate, and shall be pro-rated based upon the period of disability.

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

SECTION F. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plans set forth in Sections A, B and C of this Article, provided, if away from work due to

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 G. Except as otherwise provided in this 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 however, that subject to approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for an employee who is laid off or is on approved leave of absence.

SECTION H. 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 A, B, C, D, E, and F 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 in 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. The City agrees to provide thirty (30) days notice of intent to change carriers.

SECTION I. The City shall maintain adequate liability insurance affording coverage to employees for job related services rendered.

ARTICLE XV - LIMITED DUTY

An employee 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 City. Such limited duty may be authorized by the Chief on an eight hour day schedule with no premium pay. His/her 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's 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 employee, and such third opinion shall be final and binding. The employee, while on limited duty, shall receive his/her current rate of pay with no deductions from sick time, compensatory time or other benefits.

ARTICLE XVI - FUNERAL LEAVE

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 Fire Chief. "Immediate Family" is defined a (1) the employee's wife, husband, child, brother, sister or parent, or (2) any relative of the employee living in the same household, and his mother-in-law and father-in-law.

ARTICLE XVII - OUTSIDE ACTIVITY

No employee may directly or indirectly maintain or engage in any outside business, financial interest, or employment activity which conflicts with the interests of the City or which interferes with his ability to discharge his City duties fully. Such conflict of interest shall be grounds for discipline, up to and including discharge. Any action under this clause is subject to the Grievance Procedure.

ARTICLE XVIII - RETIREMENT

Retirement Entitlement. Employees shall be entitled, as a condition of their employment, to the benefits of the retirement program, approved by the Farmington Hills City Council, presently in effect and shall participate in all amendments and improvements thereto. In addition to the above:

SECTION A: Employee Retirement Contributions. Employees who are part of this collective bargaining unit shall make pension contributions in the amount of four and one-half percent (4.5%) of annual salary, which shall include all compensation used to determine average final compensation. Effective July 1, 1999, the employee's contribution shall be increased to five percent (5.0%).

SECTION B: Voluntary Retirement Eligibility. Normal retirement shall be at fifty (50) or more years of age with twenty-five (25) or more years of service. Pension benefits shall be two point six five percent (2.65%) of average final compensation for the first twenty-five (25) years of service and one percent (1.0%) for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation paid until the retiree reaches age sixty-seven (67). At age sixty-seven (67), the pension benefit shall be two point three seven five percent (2.375%) of average final compensation for the first twenty-five (25) years of service and one percent (1.0%) for each year of service thereafter, with the total benefit not to exceed seventy percent (70%) 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, four-ten premium pay, and lump sum holiday pay. The pension multiplier rollback shall not apply if Social Security benefits are abolished.

SECTION C: Early Retirement. Early retirement shall be at the age of 50 years, provided however, the employee has acquired 20 years of service. Benefits shall be those computed in accordance with the pension plan formula, less point two percent (0.2%) for each month difference between age 55 and age of actual retirement.

SECTION D: An employee who at age fifty-five (55) has attained normal retirement eligibility may, with the consent of the City, continue as an employee to the age of sixty-two (62). Pension service credits, member contributions and pension benefits shall continue to accrue, subject to other limits specified in this Article.

SECTION E: Disability Pension. Employees retiring pursuant to Section 4.320 of Chapter 4 of the City Code shall be entitled to a pension of sixty-six and two-thirds percent (66 2/3%) of their monthly rate at the time they became disabled. Effective July 1, 1986 the City will pay a health insurance premium stipend as described in Section F of this Article for employees retiring under this Section. Employee will receive service credits for that period during which they receive a duty-disability pension. Upon attainment of normal retirement age and service the employee will be placed on normal retirement status and his/her pension shall be recalculated accordingly.

SECTION F: Effective June 30, 1989 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 Fire 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 I or its equivalent, prescription drug rider - \$5.00 co-pay or its equivalent.

Effective for retirements occurring after May 10, 2000, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVI-I or its equivalent, Master Medical Option V or its equivalent, (with annual deductibles of up to \$200 for single coverage and \$400 for double coverage), and prescription drug rider \$5.00 co-pay or its equivalent.

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 \$600.00 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 age sixty-five (65), the City shall pay the full premium cost of complementary coverage.

Effective July 1, 1998, the City shall pay the full cost of the actual premiums.

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 employee 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. In the event the employee selects one of the survivorship options, the spouse will continue to be eligible for the benefits of this Article as long as he/she continues to be eligible for and receives the survivorship pension benefits.
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.

SECTION G: Employees 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 employees 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. An employee wishing to elect this option must make written application to the Pension Board no later than one hundred twenty (120) days prior to the effective date of his/her retirement.

3. The Pension Board shall refund the employee's contributions as set forth in 1. above within thirty (30) days of the date of the member's retirement. The one hundred twenty (120) day notice may be waived at the sole discretion of the Pension Board.

4. 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 employee's retirement date shall be used. An employee who elects the annuity withdrawal option shall have his/her annual pension reduced accordingly as determined by the Pension Board Actuaries.

5. 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 H: The City will modify the election of pension options to include a "pop-up" provision, which benefit will be funded at no cost to the City.

SECTION I: 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 or more years of credited service;
2. The employee was married to the surviving spouse at the time of the employee's death; and
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 J: 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. Retirees normally eligible for a double contract shall be eligible for a monthly cash waiver allowance equal to the cost of single contract. Retirees normally eligible for a single contract shall be eligible for a monthly cash waiver allowance equal to one-half the cost of a single contract. Application of the retiree waiver allowance shall otherwise be subject to other provisions of the City' waiver allowance program currently in effect for active employees, the current City pension ordinance, and the current collective bargaining agreement.

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 insurance 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.

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 the other provisions of the City's health insurance contract.

ARTICLE XIX - 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 or conduct and work rules.

SECTION B. Except when an emergency, new or amended work rules and/or regulations will be announced five (5) days prior to their effective date.

ARTICLE XX - GRIEVANCE PROCEDURE

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

SECTION B. 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' Municipal Code and the Fire Department Rules and Regulations.

SECTION C. If any grievance arises during the term of this Agreement, such grievance (except those excluded in Section B) 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 Union representative may be in attendance if the employee so requests. The supervisor shall submit his answer within three (3) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

Step Two. If the grievance is not resolved in Step One, the employee may reduce his grievance to writing on a grievance form provided by the Union and present the grievance to the Fire Chief, or his designated representative, for a written answer. The written grievance shall be filed within five (5) working days of the Step One answer. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. The Fire 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 Union may, within five (5) working days after the receipt of the answer in Step Two, appeal the grievance to the City Manager. The appeal shall be in writing and it shall include the written grievance and the Fire Chief's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Fire Chief. The Union may, at the same time the written appeal is filed, submit a written request to the City Manager for a meeting between the Union and the City Manager, or his designated representative, to attempt to resolve the grievance. The meeting will be at a mutually agreeable time and will take place within ten (10) working days after receipt of the written appeal and the request for a meeting. The City Manager, or his designated representative, shall give the Union an answer in writing no later than ten (10) working days after receipt of the written appeal. Additional time may be allowed by mutual written agreement of the City and the Union.

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

SECTION E. Workdays for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

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

SECTION G. 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. Separate grievances, timely filed under the Grievance Procedure, arising out of the same or similar set of facts or incident shall be consolidated and handled as one grievance.

SECTION H. If the grievance is not resolved at Step Three of the Grievance Procedure, and if it involves an alleged violation of a specific Article and Section of the Agreement, the Union may submit the grievance to the American Arbitration Association with written notice delivered to the City Manager within ten (10) working days after receipt of the City Manager's answer in Step Three, or, the day such answer was due. If no such notice is given within the prescribed period, the City's last answer shall be final and binding on the Union, the employee, or employees involved, and the City.

SECTION I. 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.

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

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

Claims for Back Pay. All grievances must be filed in writing within five (5) days from the time the alleged violation was to have occurred. The City shall not be required to pay back wages for more than five (5) days prior to the date a written grievance is filed.

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

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

SECTION K. In cases involving disciplinary action, and where the disciplinary action results in a suspension greater than four (4) days or in discharge, the employee may submit the grievance to binding arbitration as set forth in this Article.

ARTICLE XXI - NO-STRIKE CLAUSE

SECTION A. During the life of this Agreement, the Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any strike, sit-down, stay-in, slowdown, work stoppage, curtailment of work, concerted use of paid leave time, restriction of work, or interference with the operations of the City of any kind for any reason, including a labor dispute between the City and any other labor organization. The Union shall not cause, authorize, sanction or condone, nor shall any member of the Union take part in, any picketing of the City's buildings, offices or premises because of a labor dispute with this City.

SECTION B. The Union agrees that it (and its officers) will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slowdowns, work stoppages, curtailment of work, concerted use of paid leave time, restriction of work or interference with the operations of the City by notifying the employees and the public in writing that it disavows these acts. The Union further agrees that the City shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall be subject to the Grievance Procedure.

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 and/or it shall have the right to terminate this Agreement by notice in writing to the Union.

ARTICLE XXII - REPRESENTATION

SECTION A. The City recognizes the right of the Union to designate one (1) Steward and one (1) Alternate who shall be regular seniority employees of the Department. The Alternate may exercise the rights of a Steward set forth in this Article only in the event the Steward is absent from work.

SECTION B. The City will recognize the Steward or Alternate when his name and position have been certified in writing by the Union to the Fire Chief and the City Manager.

SECTION C. The Steward (or Alternate) shall be permitted reasonable time during his regular working hours to process and present contract grievances as provided in Article XX - Grievance Procedure upon having received permission from his supervisors. It is understood that such time shall be devoted to the proper presentation of grievances and the privileges of this Section shall not be abused.

SECTION D. All necessary time lost by the Union Steward (or Alternate) 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 Union Steward's (or Alternate's) 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 Union, its officers, Stewards and Alternates 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 XXI - No-Strike Clause.

SECTION F. Duly authorized representatives of the Union and employees may be allowed to use rooms designated by the City for meetings and to transact official Union business, upon prior written approval of the City Manager or Fire Chief or other designated City representatives. Unless otherwise specifically provided by 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 G. A copy of a new or changed Fire Department order, general order, rule, regulation or training bulletin will be made available to the Chief Steward.

ARTICLE XXIII - DISCIPLINE AND DISCHARGE

SECTION A. The City shall retain the sole right to establish, change, amend, and enforce rules for employees to follow, the right to warn, reprimand, lay off, discharge, demote, or transfer any and all employees who violate these rules.

SECTION B. After completion of the probationary period, no employee shall be suspended or discharged without cause.

SECTION C. Cause for disciplinary action shall include, but is not limited to: failure to observe rules of conduct established by the City; inefficiency or inability to perform assigned duties, excessive absenteeism, tardiness, failure to take a medical examination; dishonesty, or theft; insubordination; overt discourtesy to supervisors, visitors, or other City employees; failure to work with supervisors and fellow employees in an acceptable manner; gross neglect of duty; intoxication; use of alcohol or drugs on City premises or during working hours; failure to observe work rules (including rules in regard to dress and appearance); falsification of employment application or other records; or assumption of supervisory authority of advising or directing employees to disregard the orders of supervision.

SECTION D. In the event an employee is suspended or discharged, the employee will be entitled to the presence of a Union representative, if the employee so requests. The employee may file a grievance at Step Two of the Grievance Procedure. The role of the Union Representative shall be that of an observer.

SECTION E. The employee shall be furnished a copy of any new entry or disciplinary action and shall be given the

opportunity to initial or sign such entry prior to its introduction into his file.

ARTICLE XXIV - LEAVES OF ABSENCE

SECTION A. The Fire Chief, with the approval of the City Manager, may grant a temporary written leave of absence to bargaining unit employees for periods up to thirty (30) calendar days. A written request for such leave must be submitted to the Fire Chief and approved by him in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City Manager.

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. An employee 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 up to the length of the employee's seniority or eighteen (18) months (twenty-four [24] months in the case of duty-related disabilities) whichever is less. A written request for such a leave must be submitted to the Fire Chief prior to the start of the leave. At least thirty (30) calendar 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 XXVII, Section B 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. Any time on leave status shall not be counted toward the twelve (12) month probationary period.

SECTION E. All leaves shall be in writing signed by the Fire Chief and the employee receiving same. 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 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. The Chief Steward shall be granted time off up to forty (40) hours per year without compensation to attend Union conventions, provided fourteen (14) days written notice is given to the Fire Chief specifying the time to be taken off.

SECTION H. The City shall comply with the Family and Medical Leave Act as applicable. Eligible employees will be granted family and medical leave up to a total of 12 weeks absence during any rolling 12 month period for the birth of a child and to care for that child; the placement of a child for adoption or foster care; to care for a spouse, child, or parent with a serious health condition; or the serious health condition of the employee. An employee is entitled to continuation of health insurance while on approved family and medical leave.

ARTICLE XXV - 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 straight-time, take-home pay, including sums received by way of weekly benefits under the Michigan Workers' Compensation Law, and any other disability benefits provided by law or this agreement for the period of his disability (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, take-home pay). The period of disability shall not exceed twenty-four (24) months from the date of injury or illness, or the period between the date of the injury and the date on which it is determined he will be able to return to full-time duty, whichever occurs first. A duty-connected illness or injury shall be such an injury or illness which is compensable

under the provisions of the Michigan Workers' Compensation Law. Sick leave will not be charged against an employee's sick leave bank who sustains a duty related injury or illness of any kind, no matter how short a time period the disability lasts. Such an employee will be placed on a leave of absence pursuant, and subject to, Article XXIV, Section C, Leaves of Absence.

At the expiration of said two (2) year period, or the date which it is determined he will not be able to return to full-time duty, whichever occurs first, the disabled employee shall be entitled to make use of his accumulated sick 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 XV - Limited Duty.

SECTION D. This article shall apply to all full-time employees even if they are responding to a call as a paid-callback "volunteer".

ARTICLE XXVI - RESIDENCY

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

SECTION B. The City may, in its sole discretion, employ new employees without regard to the requirements of Section A of this Article, provided that such new employees become residents and reside within the area set forth in Section A within ninety (90) days after successfully completing the probationary period of employment.

ARTICLE XXVII - MISCELLANEOUS

SECTION A. The City may 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. Such tests and examinations shall be administered in compliance with applicable state and federal regulations.

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

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. 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 Articles XI, XII, XIII, and XVI, provided, however, that employees shall be permitted to trade shifts with the approval of the appropriate command officer.

SECTION E. The City will not be responsible for the loss or theft of an employee's personal property which is brought to work.

SECTION F. Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine their continuing ability to perform the duties and responsibilities of their position, or of the position to which they may be assigned.

SECTION G. The Union shall have a representative of its choosing on the City Safety Committee.

SECTION H. Employees will continue to perform their current job duties, as well as those related duties assigned by the Fire Chief.

SECTION I. It is understood that no member of the bargaining unit is required to be in the paid-callback force. No member of the bargaining unit will be required to work as a paid-callback, it being understood that any participation or work performed as a paid-callback will be done on a voluntary basis. However, employees, except for Lieutenants and the Fire Marshal, shall have the right to participate as paid-callbacks.

SECTION J. Unless specifically provided for, this contract does not apply to work performed as a paid-callback.

SECTION K. No more than four (4) day personnel (assigned to out stations) and one (1) shift personnel per shift may be on an excused leave at the same time. For purposes of this section, excused leave shall include vacations, personal days, compensatory time off, and floating holidays. The Fire Chief reserves the right to cancel a leave, already approved, in the event of a community wide emergency. Exceptions to these requirements may be granted by the Fire Chief. All such leave time must be taken in a minimum of two (2) hour increments.

SECTION L. The City shall provide beds for the employees working at the Central Fire Station. The time that an employee may sleep or perform personal activity will be from 2200 hours until 0630 hours. Employees will be available for incident response, special training, or non-routine assignments between these hours and will not receive any additional compensation for loss of sleep or personal activity.

SECTION M. The City may review and modify the assignment of City vehicles based upon the necessity and ability of an employee to respond to emergency incident or other relevant operational factors.

ARTICLE XXVIII - 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 Union, for the life

of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter specifically referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in 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 XXIX - SAVINGS AND SEPARABILITY

If any 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 XXX - BULLETIN BOARD

SECTION A. The City shall provide the Union with a bulletin board at each station for posting of notices set forth in Section B, below, provided such notices are initialed by a Union Steward. The Union will submit one (1) copy of said notice to the Fire Chief prior to being posted on the bulletin board.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union social and recreational events.
2. Notices of Union elections, appointments, and results thereof.
3. Notices of Union meetings.
4. Notices of Union education classes, conferences or conventions.

SECTION C. The bulletin board shall not be used by the Union or its members for disseminating derogatory or political matter of any kind whatsoever.

ARTICLE XXXI - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Union 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 Union 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 Union representative(s) shall not lose pay for time spent in the special conference.

ARTICLE XXXII - MAINTENANCE OF CONDITIONS

The City shall make no changes that are contrary to the provisions of this Agreement, in wages, hours or conditions of employment. This Agreement shall supersede any rules and regulations governing the Fire Department which are in conflict with the provisions of this Agreement.

ARTICLE XXXIII - DISCIPLINE

An employee shall be entitled, upon request, to representation by an appropriate Union Representative at disciplinary interviews or interrogations from which disciplinary action may ensue. The employee shall be informed of the intent of such meeting in advance.

ARTICLE XXXIV - SPECIAL ASSIGNMENTS

SECTION A. The selection for all special duty assignments such as, but not limited to, fire investigation, training coordinator and training instructor, shall to every practical extent possible, be equalized among qualified and interested employees. Employees selected for special assignments shall maintain the special assignment until the employee no longer desires the assignment or management determines that the employee is not satisfactorily performing the function or there is no further need for the position.

SECTION B. Special assignments shall be determined and scheduled by the Fire Chief including instituting and canceling of such assignments.

SECTION C. No extra pay or benefits shall be included in any assignments except training as authorized and any overtime required to properly discharge the functions of any such assignments.

SECTION D. Members shall be notified in writing of the intent to fill a special assignment and shall have two (2) weeks to submit, in writing, for consideration.

SECTION E. Selection shall be based upon training, education, experience and work record. Contributions to the Department and employee's initiative in completing required assignments will also be considered. Selection shall be made by the Fire Chief or his designee.

ARTICLE XXXV - DEPARTMENTAL TRAINING AND EDUCATION

SECTION A. All full-time employees are eligible for tuition reimbursement. The City's reimbursement shall not exceed one hundred and ninety-four dollars (\$194.00) per credit hour. Total annual reimbursement shall not exceed three thousand and twenty-five dollars (\$3,025.00) per employee, exclusive of books and registration fees. Both maximums will increase ten percent (10%) effective July 1, 1996, and by five percent (5%) effective July 1, 1997.

SECTION B. To be eligible for tuition reimbursement, prior written approval must be received from the Fire Chief or his designee. In approving such requests, consideration will be given to the City's staffing requirements and availability of budgeted funds for this purpose.

SECTION C. Job related courses in an approved program leading to an associate or baccalaureate degree in fire science or related areas from an accredited institution are eligible for tuition reimbursement. Lieutenants, Battalion Chiefs, and the Fire Marshal shall be eligible for courses leading to a master's degree, subject to other restrictions in this Article. The degree program must be related to the employee's present occupation or future assignments within the Department. Courses not leading to a degree shall also be eligible for reimbursement provided they are job related or which would, in the judgement of the employer, be beneficial to his employment as a member of the Department and/or be of assistance to him in obtaining promotion within the Department.

SECTION D. Approved courses will be reimbursed 100% provided the employee's final grade is the equivalent of a "C" or better. No reimbursement is authorized for below "C" level work. Any refundable deposit is not eligible for reimbursement. Employees are expected to utilize veteran benefits or other outside educational financial assistance that they may have earned. Proof of expenses and grades must accompany requests for reimbursements. Probationary employees shall be reimbursed upon completion of their probationary period. An employee who leaves the employ of the City within one year from the date he is reimbursed must repay the City for tuition costs incurred and said reimbursement may be deducted from his final check.

SECTION E. The City will reimburse all expenses for courses taken which are required by the Department or state regulations for continuing education and certification provided prior written approval is obtained from the Fire Chief or his designee.

SECTION F. The Department will post available school and/or training programs and all employees interested in such programs shall notify the Department in writing. The Department shall make an effort to apportion such training or education on an equal basis among qualified and interested employees.

SECTION G. An employee who attends seminars, workshops or courses approved by the Department will be paid straight-time pay. The employee shall not be compensated for travel time or overnight stays in connection with such educational opportunities beyond the normal daily rate of pay. If an employee is required by the Department to provide his own transportation by private vehicle for training or education classes taken at the request of the Department, he shall be reimbursed at the rate of eighteen (18) cents per mile for all mileage which exceeds the distance to and from his residence and the Department. If the mileage allowance affecting general City employees exceeds eighteen (18) cents per mile, this rate shall be adjusted to reflect this higher rate. Any other training such as attendance at courses described in Section C of this Article shall be during off-duty hours and without compensation.

SECTION H. For training programs of less than one week in duration (a week defined as Monday through Friday) with one of those days being a scheduled day off, an employee will be able to reschedule the day off during the same week or be paid at the straight time rate. If a rescheduled day off is elected, the day will be submitted on the Leave Request form for training.

For training programs that last one week, an employee will be paid 40 hours per week. This will also pertain to programs that are multiple weeks in length.

If a Fire Fighter is required to attend a training program that requires attendance on a Saturday and/or Sunday, the Fire Fighter will be paid at the straight time rate for the hours of attendance.

ARTICLE XXXVI - 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 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 Union 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 appellate courts of the State of Michigan, from whose decision no appeal is taken, that evidence or information obtained in this manner is acceptable to aid in proving guilt or innocence.

ARTICLE XXXVII - UNIFORMS

The City shall be obligated to provide for adequate and proper cleaning of all issued 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. The employer will provide each employee with five (5) sets of uniforms as outlined in

Department procedures and is required to keep such uniforms in presentable condition and will be replaced as needed. Uniforms will be inspected and replacement orders placed the spring and fall of each year. Patches from uniforms replaced shall be turned in. All uniforms shall comply with State and Federal regulations.

In addition, the City shall provide each employee with five (5) navy blue tee shirts imprinted with the Department's name.

ARTICLE XXXVIII - DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of July 1, 1998, and shall continue and remain in full force and effect to and including June 30, 2001, and thereafter for successive periods of one (1) year unless either party shall at least ninety (90) days prior to June 30, 2001, 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 terminating the entire Agreement

on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of, by agreement or by withdrawal, by the party proposing amendment.

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 Union 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

LOCAL 2659, IAFF (AFL-CIO) CLC

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: Thomas F. Shugart

BY: [Signature]

BY: [Signature]

BY: Mary M. [Signature]

MEMORANDUM OF UNDERSTANDING
CITY OF FARMINGTON HILLS AND
FARMINGTON HILL FIRE FIGHTERS ASSOCIATION IAFF, LOCAL 2659

SUBJECT: Sick Leave Control and Incentive Policy

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.

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Doctor's office visits requiring absences from work of less than one-half (1/2) day, and for which written verification may be required to the satisfaction of the supervisor, shall not be counted as an occurrence.

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 may 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 may 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 may receive a written warning documenting the concern regarding the employee's attendance and warning that further occurrences of sick leave will result in further disciplinary action up to and including termination of employment.
4. An employee who has ten (10) or more occurrences of sick leave within a twelve (12) month period may receive a second written warning informing them that their chronic use of sick leave is excessive and that additional occurrence of sick leave may result in termination of employment.
5. An additional occurrence of sick leave may result in termination of employment.
6. Actions taken in accordance with these guidelines are not subject to the grievance procedure unless such actions result in written warning or termination of employment.
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 nine hundred and sixty (960) hours of 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 nine hundred and sixty (960) hours. An employee may not cashout sick leave under the annual cashout provision that would reduce their sick leave bank to a level below nine hundred and sixty (960) hours.

III. Effective Date

This Memorandum of Understanding will become effective the execution date of this Memorandum and shall apply to all absences occurring after the effective date.

UNION

John M. ...
Coxy J. Bastel
Lee G. ...

CITY

Will ...
...
...

DATE SIGNED

February 3, 1996

ATTACHMENT 2

ATTACHMENT



MEMORANDUM OF UNDERSTANDING

SUBJECT: DRUGS. The City, the Union, and every employee will cooperate fully to resist and correct any actual or threatened drug problem. "Drug" includes alcohol, illegal substances, and any other substance, the use, possession, or trading or trafficking of which, causes or threatens to cause either an interference with City operations, a threat to the public welfare, or a violation of law. The City has the right to request an appropriate drug test of every applicant for City employment and any other test or inquiry reasonably directed to this goal. It has the right to require drug tests at the time of scheduled physicals of employees or where the City reasonably suspects drug possession or usage. This includes the right, where there has been an accident, to require a drug test of any employee whose ability might have been impaired by drugs and which could have contributed to the accident or its consequences. The City shall carry out drug tests in a way which does not needlessly impinge upon privacy or reputation, and which as far as practicable, produces highly reliable results. Since Fire Fighters must at all times be in the highest condition of alertness and capacity, and since the failure to maintain this condition can result in physical damage, personal injury, or death, either to fellow Fire Fighters or to members of the public, they shall not only take all steps to maintain their own condition, but to report any hazards observed, including inappropriate activities by other bargaining unit members or any other employee.

Where the results of a drug test are positive, the City may remove the employee from active duty, and condition the employee's return to active duty upon appropriate medical evidence, including a negative drug retest. Where the results of a drug test are positive and involve usage on duty, impairment on duty or an on duty incident that causes property damage, and/or personal injury to others, the employee will be subject to disciplinary action up to and including discharge. An agreed upon policy between the City and the Union will be developed for the implementation of the drug test. It will then be attached to this Agreement and made a part of it. After returning to duty, an additional positive drug test will result in discharge. Any dispute about the results of a drug test or any other question of physical condition shall be resolved through a special grievance procedure. Under this procedure, the employee shall first obtain the opinion of a qualified physician or other qualified examiner. If this opinion differs from the opinion of the City's examiner, the dispute shall be resolved by a third examiner agreed upon by the City's and the employee's examiner. The decision of the third examiner shall be final and binding, and both the City and the employee shall cooperate fully to provide the third examiner

all available records, history and evidence, including the opportunity to examine the employee. If the employee fails to cooperate with the third examiner promptly, he may be terminated subject to Departmental procedures.

This Memorandum of Understanding becomes effective on the date of issuance of a Special Order by the Fire Chief regarding policy for implementing drug testing.

Signed this November 10, 1989.

Local 2659, International
Association of Fire Fighters

City of Farmington Hills

By: Michael P. Garr
Michael Garr
President, IAFF

By: William M. Costick
William M. Costick
City Manager

FARMINGTON HILLS FIRE DEPARTMENT

Personnel

Drugs/Alcohol Use

No: 404

Rescinds:

Effective:

Page: 1 of 5

SCOPE

All Department employees.

PURPOSE

To provide a safe, drug-free work environment to ensure an employee's health and job performance. To provide guidelines for the consistent handling of alcohol and drug use violations in the Department.

POLICY

1. Use of Alcohol and Drugs

- a. Employees shall not possess, sell, or use alcohol or illegal drugs nor abuse prescribed controlled substances while on the job or on City property.
- b. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of controlled substances except as provided in sub-paragraph c below.
- c. Employees must report to their supervisors when they are experiencing or may experience a reaction to a prescription or over-the-counter drug which may affect their ability to do their job.

2. Drug Dependency Treatment

Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises

the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence to receive treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.

Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with the treatment that are not covered by insurance will be the responsibility of the employee.

Procedure

1. Drug and or alcohol screens will be conducted in the following instances.

Pre-employment City physicals, including a drug/alcohol screen are required of all potential employees. The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All scheduled physicals shall include a drug/alcohol screen.

When there is a reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a controlled substance at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused or controlled substance, that employee shall be required to consent to a drug and/or alcohol test immediately. Reasonable suspicion may be based upon, but not limited to, unexplained and excessive absence, reports that the employee uses or is under the influence of alcohol or drugs during work, the odor of alcohol or marijuana on an employee, unusual behavior such as slurred speech or lack of coordination, possession of paraphernalia used in connection with any drug or substance subject to these rules, or involvement in an accident or other incident which resulted or could have resulted in bodily injury or damage to property.

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Testing will require that the employee provide a urine and/or blood sample or some other medically accepted procedure will be used. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the physician or lab to conduct the test and release the results to the City. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to discharge. All drug screen samples will be given at a licensed medical facility or doctor's office chosen by the City, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City. If a blood alcohol test is used, the same steps will be taken.

Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method. Drugs being screened will include these and related drugs:

- Amphetamines (uppers, bennies, speed)
- Benzodiazepines (tranquilizers)
- Cocaine (snow, crack, flake, coke, etc.)
- Opiates (heroin, codine, methadone, morphine, smack, horse, etc.)
- Barbiturates (downers, reds, candy, etc.)
- Cannabinods (marijuana, hashish, THC, etc.)
- Methaqualone (SOPARS)
- Phencyclidine (PCP, angel dust)

2. Rehabilitation and counseling

Any positive test results will result in the employee being relieved from duty.

In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on sick leave. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.

Within 45 days of entering the treatment program, the employee must provide satisfactory medical evidence that he has completed the program and is fit to return to work and must pass another drug/alcohol screen. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. However, no period longer than six months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave up to a maximum of 60 calendar days and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate State licensing agency. The City will require written verification that an employee is participating in or has completed a treatment program.

Any employee who has returned to work is subject to retesting as otherwise provided in this policy, and if he fails the retest, shall be discharged.

3. Disciplinary Action

Disciplinary action is appropriate in the following instances:

- a. Any employee who is in the possession of, sells, or uses alcohol, or illegal drugs or illegally possesses, sells, or uses a controlled substance, while on the job shall be subject to discharge.
- b. Any employee who works or reports to work under the influence of alcohol, controlled substances, or drugs shall be immediately suspended and shall be subject to discipline up to and including discharge. This includes prescribed and over-the-counter drugs not reported to a supervisor as required by Section 1.c. above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employee's explanation, and willingness to enter rehabilitation program if treatment is appropriate.

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- c. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to discharge.
- d. Anyone involved in the trafficking of illegal drugs or controlled substances, whether on or off City premises, will be subject to discharge.

Trafficking will include the actual sale or distribution of drugs or controlled substances, or possessing a quantity of drugs that is more than would be expected for personal use. Trafficking will also include having in possession illegal drugs or controlled substances that are packaged in a way which indicates an intent to distribute.

4. Appeal

The employee will have the opportunity to discuss the positive test results with the City and may, at the employee's own expense, have another test run on a second sample.

Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure.

MEG
11/16/89
[Signature]

ATTACHMENT 3

MEMORANDUM OF UNDERSTANDING
City of Farmington Hills
And
Farmington Hills Fire Fighters Association/IAFF
July 1, 1998

SUBJECT: Advanced Life Support Services

This confirms the agreement between the City of Farmington Hills (hereinafter referred to as the "City") and the Farmington Hills Fire Fighters Association/IAFF (hereinafter referred to as the "Union") regarding the provision of Advanced Life Support Services by Fire Fighters.

The parties hereby agree as follows:

1. The City may require all career fire personnel to obtain and maintain Michigan paramedic licenses, and all related certifications (including but not limited to Advanced Cardiac Life Support) required to function and practice as a Paramedic in Oakland County, except as noted in this Memorandum of Understanding. All shift personnel shall be required to maintain a paramedic license except as noted in this Memorandum of Understanding. All shift personnel shall be required to maintain a paramedic license. All personnel hired after the execution of this Memorandum shall be required to obtain a license as a condition of completion of their probationary period. At the beginning of each fiscal year, employees who obtain and maintain a license shall be paid an annual stipend in the amount of one thousand dollars (\$1,000.00.), payable in one lump sum beginning the second payday after July 1, 1998. When an employee obtains a license before the July date, he/she shall be paid for the remainder of the fiscal year by interpolating his/her pay. Interpolation pay shall commence March 1, 1998 for all employees. Employees shall provide proof to the City of obtaining an active license. Such stipend shall not be considered as part of the base pay rate and shall not be considered in computing overtime pay, nor shall it be considered for purposes of calculating final average compensation for pension. Employees who terminate employment for any reason, other than retirement, shall return an interpolated amount of the prepaid stipend to the City by having such amount deducted from final pay. Interpolation shall be calculated to the nearest full month.
2. All personnel assigned a schedule whereby they will be required to regularly and routinely provide paramedic services shall be paid at a rate five percent (5%) above their normal base rate at the execution of this Memorandum, this includes the Fire Fighters and Battalion Chiefs assigned to Station No. 5. Such hourly differential shall be considered as part of the base rate for purpose of computing overtime, lump sum holiday pay, and longevity (with such longevity being calculated by interpolating the rate pay for the calendar year), and shall be considered as part of final average compensation for purposes of calculating pension, provided that the employee works in this capacity in full one year increments.
3. The special assignment position designated as EMS Coordinator shall receive 5% hourly differential as described in Section 2 of this memorandum for all hours worked in the special assignment capacity.
4. The City shall insure or completely indemnify employees of the bargaining unit against any and all claims arising out of participation in any and all acts attendant to operation of emergency medical service, with the exception of gross negligence.
5. The City agrees to staff all primary ALS units at all stations that operate during normal duty and shift hours with a minimum of two (2) career paramedics at all times. If the City

cannot provide sufficient career staffing of the units, employees shall be given the first opportunity to be called back into work or be held over in their classification at an hourly rate equal to one and one-half (1.5) their hourly rate. The City shall establish and maintain a call back list. Lists shall be established by seniority and be rotational by equity hours. For the purpose of call back for paramedic services, the rank of Inspector and Fire Fighter shall be within the same classification. Call back and fill-in for Station No. 5 shall be in accordance with the attached proposed Station No. 5 Fill-in Procedure. An employee working out of classification as a paramedic shall receive the ALS pay differential of five percent (5%) above their normal base rate for the full shift worked. Employees shall submit such hours worked in writing for payment on a quarterly basis.

6. The period for sleep or personal activity time provided in Article XXVII. Section L., of the collective bargaining agreement shall be modified to "2200 hours until 0630 hours."
7. During the first year after implementation of ALS program, the City and the Union shall have a Special Conference every two months in order to discuss and attempt to resolve any related problems that may arise. The Special Conference may be waived by mutual agreement. The Union does not waive its rights to the grievance procedure as provided for and defined in our collective bargaining agreement.
8. The City shall continue to provide or pay for all training required, and specific to, obtaining and maintaining paramedic licensure, and any other related paramedic requirements which may be imposed. Such training shall be at no cost to the employee. Such required training time shall be compensated at an hourly rate of time and one-half (1.5) if attendance is required on a Saturday or Sunday.
9. The Union hereby withdraws the Grievance relating to lump sum holiday pay, a copy of which is attached, with prejudice.
10. The City and Union hereby agree to "Grandfather" the following employees from obtaining or upgrading their emergency medical licensure to the paramedic level.

Stephen Hume
Paul Cusac
Larry Henderson
Denny Hughes
Michael Kish

The above listed employees may upgrade their licensure to the paramedic level in doing so all parts of this Memorandum of Understanding shall apply to them. The term grandfather shall mean that this Memorandum of Understanding does not affect the employees.

11. This Memorandum outlines all issues agreed to by the parties with respect to the provision ALS services. This Memorandum shall be incorporated and become an attachment to our current collective bargaining agreement. The current collective bargaining agreement is not otherwise modified, except where specifically modified by the terms of this Memorandum. Nothing herein binds the City to continuing the provision of ALS services. If the City discontinues ALS services, this Memorandum shall be null and void.
12. Station No. 5 proposed fill-in procedure dated February 12, 1998 shall be incorporated by reference into this Memorandum of Understanding. Any modifications or changes to this fill-in procedure shall be subject to the grievance procedure Article XX of the labor agreement.
13. This Memorandum is subject to the approval of the Parties' respective principals and legal council. The Parties mutually pledge to recommend ratification by their respective principals.

STATION #5 FILL IN PROCEDURE

BATTALION CHIEF FILL IN PROCEDURE

FULL CYCLE

1. SHIFT INSPECTOR*
2. OUT STATION INSPECTOR
3. BATTALION CHIEF (O.T.)
4. OFF SHIFT INSPECTOR (O.T.)
5. STAFF LT/SPECIAL ASSIGNMENT
6. CONFIRMED CAREER FIRE FIGHTER

PARTIAL CYCLE

DAY SHIFT (Monday-Friday) excluding Holidays

1. SHIFT INSPECTOR*
2. TRANSFER OUT STATION INSPECTOR
3. BATTALION CHIEF (O.T.)
4. OFF SHIFT INSPECTOR (O.T.)
5. STAFF LT/SPECIAL ASSIGNMENT
6. CONFIRMED CAREER FIRE FIGHTER

NIGHT SHIFT / WEEKEND / HOLIDAYS

1. SHIFT INSPECTOR*
2. TRANSFER OUT STATION INSPECTOR
3. BATTALION CHIEF (O.T.)
4. OFF SHIFT INSPECTOR (O.T.)
5. STAFF LT/SPECIAL ASSIGNMENT
6. CAREER FIRE FIGHTER
7. DISTRICT CHIEF

*Refer to Career Fire fighter Fill in Procedure to fill shift for shift inspector vacancy

STATION #5 CAREER FIRE FIGHTER FILL IN PROCEDURE

FULL CYCLE

1. TRANSFER OUT STATION CAREER FIRE FIGHTER**
2. SHIFT PERSONNEL (O.T.)
3. BATTALION CHIEF (O.T.)

PARTIAL CYCLE

DAY SHIFT (Monday-Friday) excluding Holidays

1. TRANSFER OUT STATION CAREER FIRE FIGHTER***

NIGHT SHIFT / WEEKEND / HOLIDAYS

1. TRANSFER OUT STATION CAREER FIREFIGHTER**
2. SHIFT PERSONNEL (O.T.)
3. BATTALION CHIEF (O.T.)
4. PAID CALL BACK FIREFIGHTER

**If 2 paramedics are not available, shift must be filled by a paramedic

*** No fill in needed if 2 paramedics are available (Administrative option)

2/12/98
[Handwritten signatures and initials]

MEMORANDUM OF UNDERSTANDING

CITY OF FARMINGTON HILLS
AND
FARMINGTON HILLS FIRE FIGHTERS ASSOCIATION, IAFF

SUBJECT: Sick Time - Grandfather Clause

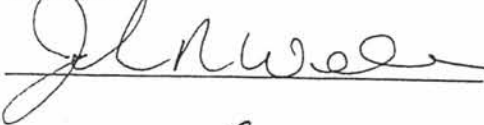
This shall serve as renewal of the Memorandum of Understanding executed in 1989 regarding the grandfathering of employees under sick leave cash-out procedures of the collective bargaining agreement.

The City and the Union hereby again agree that, notwithstanding the provisions of Section J. of Article XIII - Sick Leave - of the collective bargaining agreement, effective July 1, 1989 - June 30, 1992, employees may accumulate sick leave up to a maximum of 960 hours, or their accumulation as of June 30, 1989 up to a maximum of 1200 hours, the greater of the two.

The effect, then, of this agreement is to "Grandfather" those employees having short term sick banks in excess of 960 hours into the Sick Leave Program negotiated July 1, 1989. However, in no event shall an employee be able to cash out sick leave in an amount greater than fifty (50%) percent of 1200 hours under the provisions of Section J.

| EMPLOYEES "GRANDFATHERED" | "GRANDFATHERED" TOTAL HOURS |
|---------------------------|-----------------------------|
| Stephen Hume | 1200 Hours |
| Thomas Shurtleff | 1200 Hours |
| Paul Cusac | 1096.5 Hours |

UNION:



CITY:



DATE:



FOR THE CITY :

FOR THE UNION:

S. A. P. 11/1/99
Date

J. C. R. 10-29-99
Date

Donna Robinson 11/1/99
Date

Thomas Sherry 10-27-99
Date

J. A. Moore 11/1/99
Date

Paula P. P. P.
Date

Mary J. M. M. 11-1-99
Date

Date

Date

Date