

1247

6/30/96

AGREEMENT
BETWEEN
CITY OF FARMINGTON HILLS, MICHIGAN
and
POLICE OFFICERS ASSOCIATION OF MICHIGAN (POAM)

Effective July 1, 1993 to June 30, 1996

Farmington Hills, City of

PREAMBLE

THIS AGREEMENT, entered into on this 15th day February of 1994, between the City of Farmington Hills, Michigan, party of the first part, hereinafter referred to as the "City" and the Police Officers Association of Michigan (POAM), 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 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

Sec. 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 police officers, but excluding corporals, detectives, sergeants, lieutenants, captains, chiefs or other command officers and all other City employees.

Sec. 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.

Sec. 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.

[Handwritten signatures and notes]

Sec. 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. The Union is not authorized to interfere in any way with the operation of the Police Department, including, but not limited to the enforcement of the law, the investigation of crimes and misdemeanors, the writing and filing of reports, the questioning or taking statements from witnesses, or any other function performed by the Police Department in the furtherance of its duties, provided, however, that this clause shall not prevent the Union from filing and prosecuting a grievance in accordance with the provisions of this Agreement.

ARTICLE II
DUES CHECKOFF

Sec. 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.

Sec. 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.

Sec. 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.

Sec. 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.

Sec. E: 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.

Sec. F: 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.

Sec. G: Remittance of Dues to Financial Officer. 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.

ARTICLE III
SCOPE OF CONTRACT

Sec. 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.

Sec. B: Nothing herein contained shall be held to restrict or impair the right of the City, as Employer, to direct the work of its employees, and to establish reasonable rules and regulations relating to the performance of that work, where such rules and regulations are not inconsistent with the terms of this Agreement. The Union shall be entitled at reasonable times to confer with the appropriate officers of the City 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.

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

Sec. D: 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:

1. 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;
2. to introduce new equipment, methods, or processes, change, or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased;
3. to direct the work force, to assign the type and location of work assignments and determine the number of employees assigned to operations;
4. to determine the number, location, and type of facilities and installations;
5. to determine the size of the work force and increase or decrease its size;
6. to hire new employees, to assign and layoff employees;
7. to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed;
8. to discipline, suspend, and discharge employees for cause.

The City reserves the foregoing rights except such as are specifically relinquished or modified by the terms of this Agreement.

It is agreed that these 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 IV
REMUNERATION

Sec. A: Wages. Annual base rates of pay applicable to members of the Collective Bargaining Unit shall be as follows:

	<u>7/01/93</u>	<u>7/01/94</u>	<u>7/01/95</u>
0-12 months	28,714	*	*
12-24 months	36,243	*	*
24-36 months	38,599	*	*
over 36 months	41,340	*	*

All wages compensated and pension benefit improvements shall be retroactive to July 1, 1993.

Newly hired employees may be hired at a level higher than the starting rate based on experience with other law enforcement agencies at the discretion of the Chief.

- * Subject to a wage re-opener. No other issues, other than annual base rates, will be subject to negotiation. Wage increase will be no less than increases for other employee groups with exception of fire fighters.

Sec. B: Longevity. In addition to the pay provided for above, the employee shall receive annually on the third payday prior to December 25th, a special payroll check in addition to his regular payroll check, a sum equal to the percentage, based upon his length of service, as set forth below, of his total pay for the current calendar year. If the employee's length of service classification has changed during the current calendar year, his applicable percentage shall be determined by interpolation. Length of service in the scale below is to be determined from the date the individual becomes a police officer.

<u>Length of Service</u>	<u>Percentage of Annual Pay</u>
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%

Sec. C: Payday. Payday shall be biweekly.

Sec. D: Overtime, Call Back Time and Court Time. If an employee is required by his supervisor to work longer than eight (8) hours on any regular working day, he will be compensated at an hourly rate equal to one and one-half (1-1/2) times his hourly rate. In the event that an employee is called back for duty by the Department, after he has gone off duty at the end of his shift or in the event that an employee is called to duty by the Department at a time when he would not normally be on duty because of an emergency or other circumstance, he will be compensated at an hourly rate equal to one and one-half (1-1/2) times his hourly rate and he will be entitled to not less than two (2) hours pay at such time and one-half (1-1/2) rate regardless of the time actually spent on duty. Should an employee be required to attend Court at a time when he is not normally on duty, he will be compensated at an hourly rate equal to one and one-half (1-1/2) times his hourly rate, and he will be entitled to not less than three (3) hours pay at such time and one-half (1-1/2) rate regardless of the time actually spent in Court.

1. The Department shall use seniority rights of first refusal in determining eligibility for overtime assignments, providing time permits, within Bureaus. Exceptions shall include situations where special skills and/or assignments are a criterion for fulfilling the Department's needs regarding particular overtime assignments.

Given adequate staffing, overtime occurring in the Bureau shall be awarded to the Bureau's personnel.

Overtime details shall be posted for selection. The Department shall attempt to equitably distribute overtime in postings of available assignments, when such assignments cover a span of two or more days, with seniority for any one individual prevailing in filling one slot, insofar as possible.

Sec. E: Shift Differential. In the event that a police officer is required to work on the afternoon or midnight shift due to his seniority or the need to fulfill a seniority balance in accordance with Article V, Section B, no shift premium will be paid. If a police officer is required to work on the afternoon or midnight shift because of Department assignment, apart from the shift preference program, the following "shift differential" will be paid as follows:

1. For each hour worked during the afternoon shift, an additional 20 cents per hour.

2. For each hour worked during the midnight shift, an additional 25 cents per hour.
3. The exact hours constituting the day shift, afternoon shift, and midnight shift shall be subject to establishment by the Chief of Police in accordance with the authority granted to him under Article V, Section A. The day shift, however, shall not begin prior to 7:00 in the morning nor end after 6:00 in the evening. The 8-hour shift following the end of the day shift shall be known as the afternoon shift and the 8-hour shift preceding the day shift shall be known as the midnight shift.

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

Sec. F: Educational Assistance. The Employer encourages its employees to upgrade their educational backgrounds and in recognition of the same, the Employer will reimburse any police officer pursuing studies to an Associate or Bachelors Degree in police administration or other advanced education which, in the judgment of the Employer, would be beneficial to his employment as a police officer and be of assistance to him in obtaining promotion with the Department. Provided, however, that permission of the Department must be obtained prior to the beginning of such training and the Employer will reimburse the officer for expenditures for tuition and books at the end of each semester successfully completed by the officer. The City's reimbursement shall not exceed one hundred and sixty (\$160.00) dollars per credit hour. Total annual reimbursement shall not exceed \$2,500.00 dollars per employee. Both maximums shall increase by ten percent (10%) effective July 1, 1994 and again July 1, 1995.

Sec. G: In lieu of pay for overtime, call-back time or court time, the employee shall be entitled, if he so elects, to receive compensatory time off. Such compensatory time off shall be computed at one and one-half (1-1/2) hours for each hour worked by the employee by way of overtime, call-back time, or court time. Election for compensatory time must be indicated on the day on which it is earned. Compensatory time off may be accumulated to a maximum of eighty (80) hours outstanding at any one time. 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.

Sec. H: Payment of Compensatory Time.

1. Employees, upon their request, will be permitted to "cash-out" compensatory time earned under Article IV, Section G up to a maximum of two times per year.
2. Requests for payment must be submitted in writing to the Chief of Police.
3. Compensatory time must be "cashed-out" in minimum increments of 20 hours. Cashout requests of less than 20 hours may be granted in emergency circumstances at the discretion of the Chief of Police.
4. Because compensatory time has already been accumulated and recorded at a rate of time and one-half, recorded compensatory time shall be "cashed-out" on an hour for hour basis.
5. Payment for compensatory time will not be pyramided or cause other overtime payment.

ARTICLE V
HOURS OF EMPLOYMENT

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

Sec. B: Permanent Shifts - Patrol Division. The selection of permanent shifts for the day, afternoon, midnight, and support shifts for members of the Patrol Division shall be authorized under the following guidelines:

1. The Department will post a seniority list of all confirmed members of the Department.
2. Officers will make their selection of shifts based upon Departmental seniority.

3. Selection will be validated only if a proportion of not less than 40% of confirmed officers with three (3) years of experience on this or another department is maintained per platoon.
4. Such experience factor shall not entitle the Officer credit as seniority. His/her seniority shall start with date of hire on the Farmington Hills Police Department.
5. In the event that the shift experience factor/ratio, as described above, is not met by the individuals' selection; the Department shall remove the members with the lowest Departmental seniority from his/her selected platoon and, he/she shall be permitted to re-select from the remaining shifts according to his/her seniority to meet this shift experience factor/ratio.

Sec. C: Probationary Officers Excluded. Probationary officers shall be excluded from the permanent shift selection and shall be assigned by the Department according to its needs, which will include rotation of shifts until confirmation.

Sec. D: Transfers. Transfers effected from Patrol to other Department units: In the event such transfers are made, the transferee to Patrol shall assume the shift assignment of the officer he/she replaces, until the next selection period. Management will attempt to make transfers coincide with the shift selection period whenever possible.

Sec. E: Shift Selection.

1. Shift selection will be made for four (4) month periods, as follows:

Period 1: January, February, March, April.

Period 2: May, June, July, August.

Period 3: September, October, November, December.
2. Selection for such permanent shifts shall be accomplished by posting a blank shift manning chart forty-five (45) days prior to a new calendar/shift period. Selections for the new calendar period shall be completed by members of the bargaining unit within seven days after posting.

3. Members of the bargaining unit who may be on vacation, sick leave, or other approved leave at the time of the posting and shift selection process shall assume responsibility for their shift selection, in writing, through a union representative.

Sec. F: Bumping. "Bumping", i.e., preempting another officer's position after selection period, based on superior seniority shall not be permitted. Shift selections shall remain in force for the full period.

Sec. G: Premium Pay Exclusion. There shall be no shift differential pay for midnights, afternoons, or support shifts for members who work such shifts as a result of the provisions of this Article.

Sec. H: Selection of Leave Days. Eight (8) leave days will be selected in each twenty-eight (28) day work period. Leave days will be selected according to seniority consistent with Administrative Directive 0-04-91.

Sec. I: Traffic Section. The exercise of seniority by unit members in the Traffic Bureau will be based on department seniority.

Sec. J: Lunch Period. Employees shall be entitled to thirty (30) minutes off duty for lunch during an eight hour shift; the first ten (10) minutes shall be without pay and the final twenty (20) minutes of the lunch period will be with pay. Further, an officer is entitled to an extra ten (10) minutes for lunch if for good reason he is unable to complete his lunch in the thirty (30) minutes. The time of lunch shall be at the discretion of the individual employee, but shall not be taken at such time as to interfere with his regular police work. In the event an officer is required by the Department to perform police duty during the initial ten minute non-paid period or denied the entire lunch period the officer will be compensated at the rate of time and one-half.

Sec. K: Absences From Work. 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 XII and XIII, provided, however, that employees shall be permitted to trade shifts with the approval of the appropriate command officer.

Sec L: The Employer shall be permitted to temporarily assign an employee to the day shift on such occasions that the employee participates in departmental training.

ARTICLE VI
TRADING TIMES

Sec. A: Trading Work and Leave Days. Subject to Departmental manpower requirements, Police Officers shall be permitted to voluntarily trade work or leave days, with the approval of the appropriate Command Officer, providing that employees scheduled to work must inform the City in advance of any voluntary trade of workdays or leave days and such originally scheduled employee shall be responsible for the attendance of the scheduled officer's replacement and absences of replacements shall be charged to the originally scheduled employee unless scheduling is changed in the scheduling book; provided further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under his contract.

ARTICLE VII
SENIORITY

Sec. A: Probationary Employees. New employees hired after the effective date of this Agreement into the Bargaining Unit shall be considered as probationary employees for the first eighteen (18) 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 eighteen (18) months prior to the date he completed his probationary period. There shall be no seniority among probationary employees. Notwithstanding any other provision of this agreement, probationary employees may be assigned by the Department to those shifts deemed most appropriate for the probationary employee.

During the first ninety (90) working days of employment (exclusive of academy training time) a new employee will be assigned to work with a designated Training Officer. This requirement may be waived by the Department in the event the officer has more than one (1) year of experience as a certified officer in this state.

Sec. B: Probationary Employees Representation. 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 for other than Union activity.

Sec. C: Loss of Seniority. An employee shall be terminated and lose his seniority rights if he:

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

Sec. D: Change of Address. It shall be the responsibility of each employee to notify the City of any change of address or telephone number. The employee's address and telephone number as it appears on the City's records shall be conclusive when used in connection with the layoff, recalls, or other notices to employees. This information is for the official use of the City and will be kept confidential.

Sec. E: New Work Classification. Any new work classification in addition to or differing from the classification of police officer shall be on the basis of competitive examination and further, compensation for said classification shall be the subject of negotiations between the parties hereto.

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

No more than one trainee shall be assigned to any higher classification in any one bureau at any one time and said trainee shall not constitute a replacement for an individual in that classification, but shall be a supplement to that classification for purposes of training in that classification. An employee shall not be reassigned into the same training assignment in any one year.

ARTICLE VIII
AUXILIARIES

Sec. A: Part-time or auxiliary Police Officers shall not be used to replace a regular full-time Officer who calls in sick, is injured, or is on vacation.

Sec. B: Auxiliaries shall be used only to augment the regular work force and shall not perform work normally performed by a regular full-time Officer.

Sec. C: SEE APPENDIX "A"

Sec. D: The above provisions shall not apply in cases of natural disasters, riots, or other declared emergencies.

ARTICLE IX
PROMOTIONS

Sec. A: Promotion. In order to be eligible for promotion to the rank of sergeant, an employee must attain placement on the Department eligibility roster as provided in this Article.

Sec. B: Promotion Eligibility. The preparation of an eligibility roster will be announced as follows:

1. The Chief will announce anticipated examination dates not more than six (6) months nor less than three (3) months in advance. To the extent possible, the Chief will furnish a bibliography and outline covering the contents of the written examination.
2. The Chief will announce the specific examination dates at least forty-five (45) days in advance.
3. Those employees with a minimum of four (4) years of full-time service as sworn police officers with the City of Farmington Hills (attained by the first examination date) will be eligible to participate in the competitive examinations, provided that the employee must request to participate in the examinations by submitting an appropriate written request to the Chief no later than thirty (30) days prior to the first examination date.

Sec. C: Promotion Examination. The competitive elements of the examination will consist of a written examination, oral examination and Departmental evaluation. The passing grade on the written

examination shall be seventy percent (70%) and the failure of the applicant on the written examination shall disqualify him from further consideration. All officers who pass the written examination shall be given the oral examination and Department evaluation. An employee must obtain a minimum average of seventy percent (70%) on the written, oral board and Department evaluations for inclusion on the eligibility list.

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

1. The percentage (%) attained on the written examination multiplied by fifty-five (55%) percent.
2. The percentage (%) attained on the oral examination multiplied by twenty (20%) percent.
3. The average percentage (%) attained on the Departmental evaluations multiplied by fifteen (15%) percent.
4. In addition, seniority points (up to a maximum total of ten [10] points) will be added to attain the total composite score as follows:

Each employee will be awarded .6666 of a point for each year of seniority in the Department up to a maximum of fifteen (15) years of seniority, prorated up to and including the date of the written examination.

5. Bachelors Degree one percent (1%).
6. All percentages and points in 1-4 above shall be rounded to the fourth decimal place, prior to adding to the composite score, with 5 or higher in the fifth decimal resulting in the fourth decimal being rounded by one.

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

Sec. F: Promotion Probationary Period. All individuals promoted to the rank of sergeant shall serve a one (1) year probationary period from the date of appointment.

Sec. G: Promotion Appointment. In the event the City wishes to fill a permanent position in the rank of sergeant, the Chief will appoint an individual who is on the eligibility roster.

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

ARTICLE X
LAYOFFS AND RECALL

Sec. A: Layoff. A layoff is a reduction in the working force.

Sec. B: Layoff Procedure. In the event of a layoff, the following procedures shall be followed:

1. Probationary, seasonal and part-time employees in the bargaining unit will be laid off first.
2. Employees holding seniority will then be laid off in accordance with departmental seniority, as defined in Article VII, providing that the remaining employees can perform the available work.
3. Exceptions to this procedure may be made by written agreement between the City and the Union.

Sec. C: Notice of Layoff. When possible, employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Union President shall be notified of the employees being laid off on the same day the notices are issued to the employees.

Sec. D: Recall from Layoff. 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 ten (10) days from the date of mailing 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
DEPARTMENTAL TRAINING AND EDUCATION

Sec. A: Posting of Schools and Training Programs. The Department shall post available School and/or Training Programs and all

employees interested in such programs shall notify the Department in writing.

Sec. B: Mileage for Training. If an employee is required by the Department to provide his own transportation by private vehicle for such training or education classes, he shall be reimbursed at the rate of eighteen cents (18¢) per mile for all mileage which exceeds the distance to and from his residence and the Department.

Sec. C: Expense Reimbursement. The Department will reimburse expenses to the Employee as per past practice.

Sec. D: Equalization of Training. The Department shall make an effort to apportion such training or education assignments on an equal basis among qualified and interested employees.

ARTICLE XII
HOLIDAYS

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

- | | |
|--|-----------------------------|
| 1. New Year's Day | 8. Columbus Day |
| 2. Washington's Birthday | 9. Veterans' Day |
| 3. Good Friday Afternoon
(one-half [1/2] day) | 10. Thanksgiving Day |
| 4. Lincoln's Birthday | 11. December 24th |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. December 31st Afternoon |
| 7. Labor Day | |

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

Sec. C: In lieu of the lump sum holiday payment set forth above, an employee may request time off with pay for one (1) eight (8) hour period. Use of holiday time must be taken in a minimum increment of eight (8) hours. Time granted off with pay shall be deducted from the employee's lump sum holiday payment. The employee must submit a written request at least five (5) work days in advance and receive approval from the Police Chief or his designee prior to taking the holiday time. The use of holiday time by any employee is within the sole discretion of the Police Chief. No request shall be granted which would cause additional and/or overtime costs to the Department.

ARTICLE XIII
VACATIONS

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

Vacation schedule for all employees:

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

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

Sec. B: Vacation Periods. Vacations shall be taken during the period beginning April 1st and ending March 31st. Provided,

however, that in the event that the employee is prevented from taking any or all of the vacation to which he is entitled, in any one year, because scheduling such vacation would drastically interfere with the operations of the department or other good reason, the Chief of Police may allow such unused vacation to be taken during the following fiscal year. If permission to take the unused vacation in the subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

Sec. C: Pay While on Vacation. 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.

Sec. D: Vacation Credit. 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.

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

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

ARTICLE XIV
SICK LEAVE

Sec. A: Sick Leave. Employees shall be entitled to absence without loss of pay for sickness or other good cause upon application by the employee. An employee may be granted up to fifteen (15) days under this provision in any one year.

Sec. B: Personal Leave. An employee shall be entitled to three (3) personal days per calendar year, (non-cumulative) taken from the fifteen (15) days granted in Sec. A. The days may be taken at the employee's discretion, and unused days shall be accumulated and remain in the sick leave bank. Personal days cannot be used in conjunction with vacations or holidays. The employee must submit a written request at least twenty-four (24) hours in advance and receive approval from the Police Chief or his designee prior to taking the personal leave day. Exceptions to these requirements may be granted by the Chief or his designee. Personal leave time may be taken in minimum increments of two (2) hours.

Sec. C: Unused Sick and Personal Days.

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

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

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

ARTICLE XV
INSURANCE

Sec. A: Health Insurance. The City agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Blue Cross-Blue Shield, or its equivalent upon Union concurrence for permanent full-time employees and their families.

Effective July 10, 1982 the co-pay for prescription will be \$3.00 and the Master Medical will be Option II. Effective May 10, 1994, the basic coverage provided shall be Blue Cross/Blue Shield PPO, the co-pay for prescription drugs will be \$5.00, and the Master Medical will be Option I. Employees who elect coverage under the PPO shall also receive benefits under the MMC-POV rider.

Sec. B: Life Insurance. 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 (\$50,000.00) Dollars.

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

Sec. D: Insurance Eligibility. 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 and B 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.

Sec. E: Termination of Insurance. 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 that, subject to the approval of the insurance carrier, said coverage will continue for that period for which the City has prepaid the premium for such employee.

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

Sec. G: Dental Insurance. The present dental plan will be continued for bargaining unit employees.

Sec. H: The City will pay no more for health insurance than the applicable Blue Cross/Blue Shield PPO rates. In the event the cost

of alternative health insurance plans exceed the cost of Blue Cross/Blue Shield PPO, the employee shall be responsible for such additional costs. The employee shall sign a payroll authorization card authorizing such deductions as a condition of eligibility for the alternative insurance benefits.

ARTICLE XVI
LIMITED DUTY

Sec. A: An officer who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the Department. His activities on limited duty are to be prescribed by his own physician during the first thirty (30) working days. Thereafter, additional limited duty time may be authorized, with his activities during the extended limited duty to be prescribed by the officer's own physician and the Employer's physician. The officer, while on limited duty, shall receive his current rate of pay with no deductions from sick time, compensatory time or other benefits.

ARTICLE XVII
FUNERAL LEAVE

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

ARTICLE XVIII
PART-TIME, OFF DUTY EMPLOYMENT

Sec. A: It shall be permissible for employees to engage in off-duty employment, which is consistent with the standards of the Department as established on March 1, 1978, upon prior notice and permission of the Chief, said permission not to be unreasonably withheld.

ARTICLE XIX
RETIREMENT

Retirement Entitlement. Employees included within the bargaining unit 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:

Sec. A: Employee Retirement Contributions. Effective July 1, 1993, employees shall contribute four and one-half (4.5%) percent of the employee's annual salary, which shall include all compensation used to determine average final compensation, as defined in this Article.

Sec. B: Retirement Requirements. Normal retirement shall be at fifty (50) or more years of age with twenty-five (25) or more years of service. Pension benefit shall be two and one-half (2.5%) percent of average final compensation for the first twenty-five (25) years of service and one (1%) percent 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 the eligibility age for full Social Security benefits. At the time the retiree reaches the eligibility age for full Social Security benefits, the pension benefit shall be two and one-quarter (2.25%) percent of average final compensation for the first twenty-five (25) years of service and one (1%) percent for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation. Average final compensation will be based on the three (3) consecutive highest years of the last ten (10). Average final compensation shall be defined as in the City Pension Ordinance, except that it shall also include annual longevity as a percentage of base pay and lump sum holiday pay. The pension multiplier rollback shall not apply if Social Security benefits are abolished.

Sec. 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 2.5% for each year difference between age 55 and age of actual retirement.

Sec. D: An employee who has attained normal retirement eligibility may, with the consent of the Employer, continue as an employee to the age of 60. Contributions and pension will be increased accordingly.

Sec. E: Disability Pension. Upon the retirement of a member of the bargaining unit pursuant to section 4.320 of chapter 4 of the Farmington Hills City Code, he shall be entitled to a pension of

fifty percent (50%) of the members monthly rate of compensation at the time he became disabled. Officers who retire on or after July 1, 1986 shall be entitled to a pension of sixty-six and two-thirds (66 2/3%) percent of the members monthly rate of compensation. The individual will receive service credits for that period he receives 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. If a police officer dies in the line of duty, his spouse shall be entitled to a duty disability retirement as provided in Article XIX, Section E.

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

1. The City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-I or its equivalent, Master Medical Option II or its equivalent, prescription rider - \$3.00 co-pay or its equivalent. Effective for retirements occurring after May 10, 1994, the City 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.
2. The City's stipend payment will be made for the eligible employee and his/her lawful spouse.
3. The City's stipend payment shall not exceed six hundred (\$600.00) dollars per month or the cost of the actual premium, whichever is less. Any additional premium cost shall be the obligation of the retiree. To continue his/her eligibility under this Article, the retiree must remit the retiree's share of the premium cost to the City Treasurer one month in advance. At the time the retiree attains age sixty-five (65), the City shall pay the full premium cost. At the time the retiree attains eligibility age for Medicare, the City shall pay the full premium cost.
4. There shall be a coordination of benefits with any other health insurance held by the retiree or the

retiree's spouse. The City's insurance plan shall be considered the secondary insurance.

5. The retiree and/or spouse must apply for Medicare (or any other government sponsored program) when eligible. There shall be a coordination of benefits with Medicare (or any other government sponsored program).
6. Any funds established by the City shall be vested in the City, and no officer covered by this agreement shall be considered to have any proprietary interest in these funds. In the event that alternative funding sources become available, either by legislative action or at the option of the City, any funds established for the purpose of providing medical coverage upon retirement shall belong entirely to the City. Furthermore, the City reserves the right to change providers.
7. The retiree shall cease to be eligible for the program set forth above during such periods of time that the retiree is actively employed and covered by his/her employer's health insurance program.
8. "Spouse" for purposes of this Article is defined as the employee's lawful husband or wife at date of retirement. 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 receive 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.
10. This provision shall only apply to retirements which occur after July 1, 1986.

Sec. G: Retiree Health Insurance Waiver Allowance. The City shall provide a health insurance stipend waiver allowance, in lieu of retirement health insurance benefits, to eligible retirees who provide evidence of other current health insurance coverage. Retirees normally eligible for a double contract shall be eligible for a monthly cash waiver allowance equal to the cost of a single contract. Retirees normally eligible for a single contract shall be eligible for a monthly cash waiver allowance equal to one-half (1/2) the cost of a single contract. Application of the retiree

waiver allowance program shall otherwise be subject to other provisions of the City's waiver allowance program currently in effect for active employees, the current City pension ordinance, and the current collective bargaining agreement.

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

Sec. H: Employees in the bargaining unit shall have available to them, in addition to the retirement options already in place, an annuity withdrawal option as follows:

1. Definition: The annuity withdrawal is the option that allows members to withdraw their accumulated contributions (with interest) credited under the pension plan at retirement and thereby forfeit the portion of their retirement allowance which was financed by their contributions.
2. A member 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 retirement.
3. The Pension Board shall refund the member'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 member's retirement date shall be used. A member who elects the annuity withdrawal option shall have his annual pension reduced accordingly as determined by the Pension Board Actuaries.
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.

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

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

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

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.

Should be new Section

ARTICLE XX
CITY AND DEPARTMENTAL RULES

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

Sec. B: New or Amended Work Rules and Regulations. New or amended work rules and/or regulations will be announced five (5) days prior to their effective date.

Sec. C: The Employer and Union agree to adopt the drug policy in Appendix B.

ARTICLE XXI
GRIEVANCE PROCEDURE

Sec. A: Definition of Grievance. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement.

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

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

Step I.

Immediate Supervisor. 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 five (5) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step II.

Step II.

Bureau Commander. If the grievance is not resolved in Step I, the employee may reduce his grievance to writing on a grievance form provided by the Union and present the grievance to the Bureau Commander or his designated representative, for a written answer. The written grievance shall be filed within ten (10) working days of the Step I 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 the Union with respect to these provisions, shall indicate the relief requested and shall be signed by the employee. The Bureau Commander, 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 III.

Deputy Chief of Police. If the grievance is not resolved in Step II, the Union may, within ten (10) working days

after the receipt of the answer in Step II, appeal the grievance to the Deputy Chief of Police. The appeal shall be in writing and it shall include the written grievance and the Bureau Commander's answer and shall specify the basis of the appeal. The Deputy Chief of Police, 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.

Step IV.

Chief of Police. If the grievance is not resolved in Step III, the Union may, within ten (10) working days after the receipt of the answer in Step III, appeal the grievance to the Chief of Police. The appeal shall be in writing and it shall include the written grievance and the Deputy Chief's answer and shall specify the basis of the appeal. The Chief of Police, 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.

Step V.

City Manager. If the grievance is not resolved in Step IV, the Union may, within ten (10) working days after the receipt of the answer in Step IV, appeal the grievance to the City Manager. The appeal shall be in writing and it shall include the written grievance and the Chief of Police's answer and shall specify the basis of the appeal. A copy of the appeal shall be sent to the Chief of Police. The Union may, at the same time the written appeal is filed, submit a written request to 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 agreement of the City and the Union.

Sec. D: Time Limits. All grievances must be filed in writing within ten (10) 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.

Sec. E: Arbitration. If the grievance is not resolved at Step V 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 V, 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(s) involved, and the City.

Sec. F: Arbitrator's Powers. 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.

Sec. G: Arbitration Hearing. At the time of the Arbitration Hearing, both the City and 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 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.

Sec. H: Workdays. Workdays for purposes of the Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

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

Sec. J: Policy Grievance. 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.

Sec. K: Disciplinary Action. In cases of disciplinary action which result in the loss of time or money, the employee may, within thirty (30) days, appeal from the Police Trial Board or the Police Chief's decision, whichever is later, to either the Police Appeal Board as provided by the City code or to binding arbitration as set forth in this Article at the employee's option. An employee may select only one option. However, prior to any submission to arbitration, the City Manager shall have the opportunity to review the disciplinary action. The issue must be submitted for his review within ten (10) working days after the Police Trial Board or the Police Chief's decision, whichever is later. The City Manager

shall respond within ten (10) working days, and the employee has thirty (30) working days to appeal to binding arbitration.

ARTICLE XXII
NO-STRIKE CLAUSE

Sec. 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, slow down, work stoppage, curtailment of work, concerted improper use of paid leave time, restriction of work, or interference with the operations of the City, including a labor dispute between the City and any other labor organization.

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

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

ARTICLE XXIII
MERGER OF CITY AND/OR DEPARTMENT

Sec. A: In the event that the City of Farmington Hills is formally merged with any other governmental unit or the Police Department is formally merged with any other Police Department or agency, the City will take reasonable steps to assure that the employment of all bargaining unit employees is continued in the rank held prior to the merger.

ARTICLE XXIV
REPRESENTATION

Sec. A: The City recognizes the right of the Union to designate five (5) Stewards who shall be regular seniority employees of the Department.

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

Sec. 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 XXI - 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.

Sec. 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.

Sec. 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 XXII - No-Strike Clause.

Sec. F: A copy of a new or changed Police Department order, general order, rule, regulation or training bulletin will be made available to the Chief Steward.

Sec. G: 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 Chief of Police or other designated City representatives. Unless otherwise specifically provided in this Agreement, employees will not be compensated for any lost work time. The meeting will not displace any previously scheduled meetings and shall not interfere with or interrupt normal City operations.

Sec. H: For purposes of day shift selection only, the Union President shall be granted 'super seniority.' This may be exercised by his/her option for the duration of office as President. Exercise of this option must be at shift selection time into one of the allotted positions, and shall be consistent with other provisions of Article V.

ARTICLE XXV
BULLETIN BOARD

Sec. A: The City shall provide the Union with a bulletin board 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 Chief of Police prior to being posted on the bulletin board.

Sec. 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.

Sec. 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 XXVI
SPECIAL CONFERENCES

Sec. A: 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 conferences.

ARTICLE XXVII
MAINTENANCE OF CONDITIONS

Sec. A: 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 Police Department which are in conflict with the provisions of this Agreement.

ARTICLE XXVIII
DISCIPLINE

Sec. A: An employee shall be entitled to representation by an appropriate Union representative at any and all meetings, at whatever stage in which disciplinary action is threatened or contemplated, or from which meeting disciplinary action will ensue.

ARTICLE XXIX
DEPARTMENTAL INVESTIGATION

Sec. 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.

Sec. 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.

Sec. 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 XXX
PERSONNEL RECORDS

Sec. A: Contents of an officer's personnel file shall be treated in accordance with Act No. 397 of 1978 and the City Charter.

ARTICLE XXXI
LEAVES OF ABSENCE

Sec. A: Leaves up to 30 Days. The City, in its sole discretion, 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 Chief or his designated representative and approved by him, or his designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the City.

Sec. B: Military Leave. 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.

Sec. C: Personal Illness or Disability Leave. 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 the duration of said illness or disability, up to the length of the employee's seniority or eighteen (18) months, (twenty-four [24] months in the case of duty related disabilities as set forth in Article XXXII-Duty Related Disabilities), whichever is less. A written request for such a leave must be submitted to the City Manager prior to the start of the leave. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the City in writing of his intent to return to work accompanied by a written statement from a physician selected pursuant to Article XXXV, 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.

Sec. D: Leave while on Probation. Any time on leave status shall not be counted toward the eighteen (18) months probationary period.

Sec. E: Return From Leave. All leaves shall be in writing signed by the City 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.

Sec. F: Employment While on Leave. Subject to Article XVIII - Part-time, Off Duty Employment, 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.

Sec. G: Benefits While on Leave. Except as otherwise specifically provided in Article XXXII - Duty Related Disabilities, no benefits of any kind will be earned or accrued to, an employee during any leave of absence set forth in this Article. Seniority only for purposes of Article X - Layoff and Recall shall accumulate for the first one hundred twenty (120) calendar days of any approved leave of absence set forth in this Article, however, such time on leave shall not be considered as time worked for any other purpose under this Agreement. Full seniority shall continue to accrue during any unpaid leave of absence granted in accordance with the Family and Medical Leave Act of 1993 up to a maximum of twelve (12) calendar weeks. However, this time shall not be considered as time worked for any purpose of remuneration under this Agreement.

Sec. H: Duty Related Disability. If an employee suffers a duty related disability (as defined in Article XXXII - Duty Related Disabilities) and, if it is ascertained that the nature of the injury or illness is such that the employee will be unable to return to work, such employee will be retired, if eligible, under the City retirement system.

ARTICLE XXXII
DUTY RELATED DISABILITIES

Sec. A: Duty Related Illness or Injury. 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 Worker's Compensation Law, any other disability benefits provided by law and any disability insurance provided for by this Agreement (i.e., the City will pay the difference, if any, between all such payments and ninety-five (95%) percent of the employee's regular straight-time take home pay) for the period of his disability, (but not to 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/she will not be able to return to full-time duty, or in the event of a non-qualifying condition as defined below 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. No charge will be made against the disabled employee's accumulated sick leave during this period. Such an employee will be placed on a leave of absence pursuant, and subject to, Article XXXI, Section C, Leaves of Absence.

Sec. B: At the expiration of said two (2) year period, or the date on which it is determined he/she 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 in accordance with the procedure established in the police procedure manual for disability leave. During a disability leave, the Employer shall maintain hospital, medical, surgical and life insurance in force.

Sec. C: Non-Qualifying Condition. A non-qualifying condition is one which arose from an employee's acts outside the scope of his employment. The employer will carry the burden of proof on this issue. The employee shall be allowed to claim all the exemptions to which he is entitled by law.

Sec. D: Benefits While on Duty Related Disability. 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.

Sec. E: When an employee is physically able, he will accept a limited duty assignment pursuant to Article XVI - Limited Duty.

ARTICLE XXXIII
UNIFORM CLEANING AND ALLOWANCE

Sec. A: 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.

Sec. B: The Employer will provide each employee with five (5) sets of winter uniforms and five (5) sets of summer uniforms and is required to keep such uniforms in presentable condition and will be replaced as needed.

Sec. C: Clothing Allowance. Employees covered by this agreement, who are assigned to work in plainclothes positions, shall be eligible to receive a clothing allowance of five hundred (\$500) dollars per year. If any employee is assigned to a plainclothes position for less than one calendar year, his clothing allowance shall be pro-rated based on the length of time he is scheduled to or did spend in a plainclothes assignment. Employees who are assigned to a plainclothes assignment on a continuing basis may elect to receive compensation under this Section on either a quarterly or annual basis. Annual payment for clothing allowance shall be on a separate check paid on the third payday prior to Christmas of each year.

ARTICLE XXXIV
RESIDENCY

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

Sec. 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 designated in Section A, within ninety (90) days after successfully completing the probationary period of employment.

Sec. C: Employees hired after July 1, 1975, who on the date of the signing of this Agreement, were not residents and did not reside within the corporate city limits of the City of Farmington Hills, Michigan, or the City of Farmington, Michigan, will be exempt from the provisions of Section A of this Article, providing that said employees shall, at such time as they change their place of residence from the one held, as shown by the City's records, on the date of the signing of this Agreement, become residents and reside within that area which is within a twenty-five (25) miles radius from the Police Department headquarters of the City of Farmington Hills, Michigan.

Sec. D: Employees, who on the date of the signing of this Agreement, had previously started to build, have contracted to build, or have contracted to purchase a home outside the twenty-five (25) miles radius limit, shall not be obligated to remain residing in said area limits but shall be obliged to comply with the requirements of Section C of Article XXXIV of this Agreement if, thereafter, they move from the newly built or purchased home.

ARTICLE XXXV
MISCELLANEOUS

Sec. A: Physical and Mental Tests. The City, may, upon complaint, 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.

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

Sec. C: Discrimination. The City and Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, religion or political affiliation.

Any claim or complaint for which there is another specific forum established by law shall not be subject to the grievance procedure.

Sec. D: Civil Suits Brought By Law Enforcement Officers. Law Enforcement Officers shall have the right to bring civil suits against any person, group of persons or any organization or corporation or the heads of such organization or corporations, for damages suffered, either pecuniary or otherwise, or for abridgement of their civil rights arising out of the Officer's performance of official duties.

Sec., E: Roll Call. All employees may be required to report for roll call or orientation ten (10) minutes prior to the beginning of any regularly scheduled shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefor. Those officers, who are required to attend roll call as set forth in this section, shall receive one and one-half (1-1/2) hour of compensatory time for each full month during

which roll call is attended. The time earned will be credited in the first payroll period of July each year. Such compensatory time will be taken as set forth in Article IV - Remuneration, Section G.

Sec. F: Resignation. 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.

Sec. G: Sick Bank. The Union may establish a "sick leave bank". The bank is to be credited with contributions from the accumulated sick leave of Police Department employees. Distribution, by the Union to Department employees who are unable to work because of illness or injury, may be made. Procedure shall be subject to the approval of the Employer.

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

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

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

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

Sec. I. Daylight Savings Time.

1. In those situations in which the employee is scheduled and works nine (9) hours, the employee will be compensated for the additional hour of work at his/her normal overtime hourly rate pursuant to the terms of the collective bargaining agreement.
2. In the event the employee is scheduled to work seven (7) hours, the City will revise the employee's work schedule so that the employee works eight (8) hours.

ARTICLE XXXVI
WAIVER CLAUSE

Sec. A: 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 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 XXXVII
SAVINGS AND SEPARABILITY

Sec. A: 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 XXXVIII
DURATION OF AGREEMENT

Sec. A: The provisions of this Agreement shall be effective as of July 1, 1993, and shall continue and remain in full force and effect to and including June 30, 1996, and thereafter for successive periods of one (1) year, unless either party shall at least ninety (90) days prior to June 30, 1996, 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.

Sec. 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.

APPENDIX A

I. Auxiliaries shall be assigned to ride with a regular officer in the following order:

- A. The senior regular officer will be offered the auxiliary assignment first.
- B. Should he/she refuse the offer, it shall be made to the next regular officer lower in seniority, until a regular officer accepts the auxiliary assignment.
- C. The lowest seniority regular officer will be assigned the auxiliary should other regular officers with more seniority refuse the assignment.
- D. An auxiliary shall not be assigned to a probationary officer.
- E. A regular officer may request relief from the auxiliary assignment based on reasons which would hinder the officer's performance of his duty.

II. Auxiliaries shall be assigned stationary or foot details in the following order of assignment: Regular officer, auxiliary, auxiliary, auxiliary, regular officer, auxiliaryetc., etc., or a ratio of one full time officer for each three auxiliaries; or fraction thereof.

- A. Seniority shall be honored as in subsection "I" for assignment to details; except as may be required to accommodate Section "VII", subsection A,1.
- B. The above stated ratio may be waived by mutual agreement of union and management where the assignment of only a single auxiliary officer to a fixed detail is considered.

III. Auxiliaries shall not operate any Department vehicle unless working with a regular police officer; except as follows:

- A. The Sunday traffic/church details will be exempt from the provisions of paragraph "III", but the auxiliary will be under the command of a supervisor.
- B. Operation of vehicles for maintenance and for transportation to and from fixed details shall also

be exempt. The vehicle shall be properly marked as required in Section "V", "A", and shall not be used for purposes of law enforcement.

- C. Details connected with Halloween, including days preceding, for residential evening patrols, will be exempt from the provisions of paragraph "III", but auxiliaries will be under the command of a supervisor.
- D. Auxiliary details as outlined in Section "III", subsections, A, B and C, above shall be exempt from provision of Section "II, A."

IV. The auxiliary uniforms shall be altered in the following manner:

- A. A light blue hat will be worn by the auxiliary officers.
- B. Circular arm patches (4" in diameter) bearing the City seal will be worn on both shoulders on all outer garments.
- C. A patch (approximately 1" x 4") with the words "Auxiliary Police" in prominent lettering will be displayed above, or below, the arm patches.
- D. A breast patch (approximately 1" x 4") bearing the words "Auxiliary Police", of the same color as the shoulder patches, will be worn above the right breast pocket on all other garments.
- V. A. When auxiliaries use Department vehicles, the vehicles shall display three (3) magnetic signs bearing the words "Auxiliary Unit", covering the word "POLICE" on the front fenders and trunk lid in the case of a marked vehicle. Such signs shall be of sufficient size to cover the word "POLICE" and shall be of a distinctive color. (black letters on a white background).

VI. A. The Department will permit no L.E.I.N. checks by auxiliaries, except upon direction of a regular officer, and in his company.

B. OPERATIONS

(1.) Traffic

Emergency vehicle stops may be effected by Auxiliary officer for, (but not limited to) an obvious O.U.I.L., or reckless driver. (This will not include any investigatory stops to determine if such conditions exist.) If the individual is stopped, he/she must be arrested and brought to the station, and the violation sufficient to justify his immediate removal from the streets. Should a regular officer view the arrest as improper then he may at his discretion, release the individual at the scene. Should this occur, both the auxiliary and regular officer will be required to furnish a full report to the Department.

If the subject is merely a "suspect", the auxiliary will be directed to notify dispatch for advice and support from a regular unit(s).

Under all circumstances, if time permits and danger is not imminent, the auxiliary shall request the arrest be made by a regular officer.

If there is an immediate response requested by a citizen, he shall get the complainant's name and address so that such incident may be verified.

(2.) Felony

If a subject is known to have committed a felony and escape is imminent, i.e, not merely a possibility, immediate arrest may be effected by Auxiliary officers. A report detailing the exigency shall be prepared. In all other circumstances, he should call dispatch and request a regular unit effect the stop.

*On all vehicle stops, auxiliaries will be required to complete a full report of the reason, person arrested and his

disposition. Failure to do so will result in disciplinary action up to and including dismissal.

C. CHAIN OF COMMAND - Orders will be reissued, or reaffirmed, placing the auxiliaries, while on duty, under the direct operational control of the shift command officers.

D. The union may provide a representative for all auxiliary meetings, if on duty. Should the union desire to send an off-duty member, it will be on the member's own time.

E. Auxiliaries, on all Departmental matters, shall be required to adhere to the prescribed Chain of Command.

F. Any report of vehicular stops or arrests made by auxiliaries will be made available, to the union, on request.

G. The Department will adopt no insignia of rank for auxiliary officers designated as coordinators, supervisors or leaders, that will duplicate any existing rank structure normally used by police agencies, i.e., sergeant stripes, lieutenants or captains' bars, eagles, stars, etc.

VII. A. The Union agrees that the implementation of the foregoing Sections will require the use of regular officers along with Auxiliary for special details, i.e., Founders Festival, carnivals and special events of any nature which have, in the past, been handled solely by or jointly with auxiliaries. It is further understood that regular officers will perform such duties at straight time on regular eight hour tours of duty.

(1.) The union further recognizes that to fulfill this commitment, its membership may be required to accept changes in duty hours or work schedules. If changes become necessary in order to meet scheduling ratios of full time employees to auxiliaries they will be done in the following order until, in the opinion of management, sufficient manpower is available.

1st Changes of duty hours

2nd Changes of assignments

3rd Agreement from a union officer

(Pres., Sec., Steward) to reduce

the ratio of full time to auxiliary

officers as provided for in Section II

(2.) Management recognizes the need for advance notice to the bargaining unit members where

shift, assignments, vacations or leave days are required, and agrees in those instances where the detail is known in advance, to furnish such notice to the union as soon as known. In those instances where the situation may not be known to management, it agrees it will notify the union immediately when such information is received, in order to minimize the impact of shift changes, etc., etc. In emergency situations, both parties recognize that they cannot be anticipated, or scheduled, and agree that such callbacks shall be in accordance with normal emergency callback procedures.

VIII. A field Training Officer working with a trainee shall be exempt from the provisions of Section I. C. of Appendix A.

IX. Effective upon the date of the signing of this collective bargaining agreement, members of the Department and the Auxiliary Police Unit shall adhere to the orders specified in Administrative Directive C-11-90, dated August 13, 1990.

FARMINGTON HILLS
POLICE DEPARTMENT
DRUG TESTING POLICY

INDEX AS: Drug Testing - Sworn Officers

I. PURPOSE

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

II. POLICY

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

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

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

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

III. DEFINITIONS

- A. Sworn Officer -- Those Officers who have been formally vested with full law enforcement powers and authority.
- B. Supervisor -- Those sworn Officers assigned to a position having day-to-day responsibility for

supervising subordinates, or who are responsible for commanding a work element.

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

- J. False Positive Result -- A positive finding in a urine specimen that did not contain that drug.

IV. PROCEDURES/RULES

A. General Rules

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

1. No Officer shall illegally possess any controlled substance.
2. No Officer shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. Officers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Officer shall submit one of the following:
 - (1) note from the prescribing doctor
 - (2) copy of the prescription
 - (3) show of the bottle label to his immediate supervisor

The Officer shall advise the supervisor of the known side effects of such medication, as well as the prescribed period of use.
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No Officer shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any Officer who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the Officer's health and safety.
5. Any Officer having a reasonable basis to believe that another Officer is illegally using, or is in possession of, any controlled substance shall

immediately report the facts and circumstances to his supervisor.

6. Discipline of sworn Officers for any violation of this drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. The officer may be immediately relieved of duty pending a departmental investigation at the discretion of the Chief of Police or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. the Medical Review Officer determines that an Officer's drug test was positive.

B. Applicant Drug Testing

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

C. Probationary Officer Drug Testing

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

D. Officer Drug Testing

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

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

refused to submit, a urine sample to the laboratory testing personnel.

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

E. Penalty

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

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering departmental drug tests.
2. Laboratory personnel authorized to administer departmental drug tests shall require positive identification from each Officer to be tested before the Officer enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the Officer's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Officer of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the officer divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is an explainable positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an Officer enters same in

order to document that the area is free of any foreign substances.

5. Where the Officer appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The Officer shall be permitted no more than four hours to give a sample. During that time the Officer shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the M.R.O.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the laboratory in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The officer must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialled by the Officer and laboratory technician, and checked against the identity of the Officer. Samples shall be stored in a secure and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the Officer may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing phase shall consist of:
 - a. initial screening test
 - b. confirmation test -- if the initial screening test is positive
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the M.R.O.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, phencyclidine, amphetamines and barbiturates. Personnel utilized for testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

	(ng/ml)
Marijuana metabolite.	100
Cocaine metabolite.	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines.	1000
Barbiturates.	300

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

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

Confirmatory Test Level

	(ng/ml)
Marijuana metabolite.	15*
Cocaine metabolite.	150**
Opiates:	
Morphine	300+
Codeine.	300+
Phencyclidine	25
Amphetamines	
Amphetamine	500
Methamphetamine	500
* Delta-9-tetrahydrocannabinol-9-carboxylic acid	
** Benzoylecgonine	
+ 25ng/ml if immunoassay-specific for free morphine	
Barbiturates.	300

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.

7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.

8. Officers having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the letter will be placed in the Officer's personnel file upon the Officer's request.

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

H. Chain of Custody - Storage

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

I. Drug Test Results

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

J. Substance Abuse Rehabilitation Program

Officers may participate in a substance abuse rehabilitation program, however, participation after March 1, 1991 shall not prohibit drug testing under this policy.

K. Procedures for Implementation of the Last Chance Agreement

1. An Officer whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a Last Chance Agreement.
2. At the discretion of the Chief of Police, the last chance agreement may also be offered to any officer whose drug test has been confirmed positive by the Medical Review Officer.

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

directives are grounds for discharge, subject to review pursuant to the collective bargaining agreement of only the discharge for failure to follow program directives.

7. Once authorized to return to duty, Officer _____ shall submit to controlled substance testing at the discretion of the Chief of Police. If any such test shows a positive result for the presence of a controlled substance, Officer _____ will be discharged from employment with the City of Farmington Hills subject to review pursuant to the collective bargaining agreement of only the discharge for a positive test result hereunder.
8. Officer _____ will be credited with seniority, for promotional purposes, for time separated from the Police Department between _____ and the date of return to duty. No other wage is due or owing, and Officer _____ waives any claim thereto.
9. The Association shall withdraw with prejudice the grievance # _____ and shall release and discharge the Employer from any and all claims relating thereto. The Employer shall release and discharge the Union and Officer from any and all claims relating thereto. Officer _____ shall release and discharge the Association and the Employer from any and all claims relating to grievance # _____, including but not limited to the processing and arbitration of this grievance. Further, Officer _____ release the County and the Association from all liability and claims he may have had or now has with respect to his employment with the City of Farmington Hills whether such claims or liability arise under Federal or State statute, constitutional provisions, principles of common law, or under the collective bargaining agreement between the City of Farmington Hills and the _____ Association.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and is to have no precedential value. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right

to be utilized in any other grievance, claim, or litigation.

12. In the event the Officer grieves and attempts to process to arbitration any discipline imposed as a condition of this Last Chance Agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the Police Department.

DATED THIS _____ DAY OF _____, 199__

OFFICER

DIVISION INSPECTOR

LABOR ASSOCIATION REPRESENTATIVE

POLICE CHIEF

LETTER OF UNDERSTANDING

Based on the Act 312 award, the annual base rates of pay set forth in Article IV - Remuneration, Section A shall be increased at each length of service step as follows:

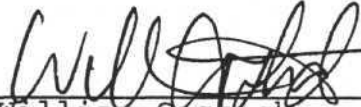
Effective July 1, 1994	Four (4%) percent wages increase
Effective July 1, 1995	Two and one-half (2-1/2%) percent wage increase
Effective January 1, 1996	One (1%) percent wage increase

The resultant salary schedule shall be as follows:

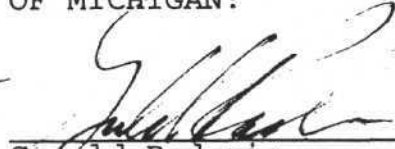
	<u>7-1-93</u>	<u>7-1-94</u>	<u>7-1-95</u>	<u>¹⁻¹⁻⁹⁶ 8-1-96</u>
0-12 months	\$28,714	\$29,863	\$30,610	\$30,916
12-24 months	\$36,243	\$37,693	\$38,635	\$39,021
24-36 months	\$38,599	\$40,143	\$41,147	\$41,558
over 36 months	\$41,340	\$42,994	\$44,069	\$44,510

CITY OF FARMINGTON HILLS,
 MICHIGAN:

POLICE OFFICERS ASSOCIATION
 OF MICHIGAN:


 William Costick
 City Manager

11-13-95
 Date


 Gerald Radovic
 Business Agent

9/27/95
 Date



 Dana Whinnery
 Personnel Director

11-13-95
 Date

FARMINGTON HILLS POLICE
 OFFICERS ASSOCIATION:


 William Dwyer
 Chief of Police

11-13-95
 Date


 Wayne Beerbower
 President

11-17-95
 Date

