

6/30/91

A G R E E M E N T

BETWEEN

CITY OF FARMINGTON HILLS, MICHIGAN

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN

and its affiliate, the

FARMINGTON HILLS POLICE COMMUNICATIONS ASSOCIATION

July 1, 1988 to June 30, 1991

Farmington Hills, City of

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

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LABOR AND INDUSTRIAL
RELATIONS
DEPARTMENT

COLLECTIVE BARGAINING AGREEMENT

This contract is entered into this 8th day of August, 1989 by and between the City of Farmington Hills, Oakland County, Michigan (hereinafter called the "City") and the Police Officers Association of Michigan and its affiliate the Farmington Hills Police Communications Association (hereinafter called the "Union").

WHEREAS, the Union was certified on October 28, 1985, by the Michigan Employment Relations Commission as the representative for the purpose of collective bargaining for certain employees of the City, (hereinafter called the Bargaining Unit), and

WHEREAS, the City and the Union have again bargained collectively and have reached certain agreements with respect to wages, hours and other terms and conditions of employment with respect to the Bargaining Unit, and

WHEREAS, the City and the Union now desire to execute a written contract, incorporating these agreements,

NOW THEREFORE, the parties agree that the following collective Bargaining Contract shall become effective for the period of three (3) years beginning July 1, 1988 and ending June 30, 1991.

ARTICLE I
RECOGNITION

SECTION 100.

The City hereby recognizes the Union as the exclusive bargaining representative, for the purpose of collective bargaining with the Employer in respect to rates of pay, wages, hours of employment and other conditions of employment for those classifications of employees covered by this Agreement. The bargaining unit shall consist of all full-time and regular part-time Dispatchers and Dispatch Coordinators in the employ of the City of Farmington Hills Police Department but excluding all supervisors, casual employees and all other employees.

Section 101. Agreement Inclusive

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 for the Bargaining Unit. Matters not specifically included within this Contract shall be governed by the provisions of the Municipal Code and the rules and regulations which are promulgated thereunder, as well as the laws of the State of Michigan.

Section 102. Rules and Regulations

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 the work, where such direction, 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.

Section 103. Non-Conflict Provision

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, Workers' Compensation or employment compensation laws or other similar laws, it not being intended hereunder to limit the rights of the employees afforded by such laws in any way.

Section 104. Management Rights

The City Council on its own behalf and on behalf of its Electors, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the City Council, including, but without limiting the generality of the foregoing, the right: (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered to the public, the control of equipment to be used, and the discontinuance of any services or methods of operation; (b) to introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on supplies and equipment to be purchased; (c) to direct the work force, to assign the type and location of work assignments and determine the

number of employees assigned to operations; (d) to determine the number, location, and type of facilities and installations; (e) to determine the size of the work force and increase or decrease its size; (f) to hire new employees, to assign and lay off employees; (g) to establish and change work schedules, work standards, and the methods, processes, and procedures by which such work is to be performed; (h) to discipline, suspend, and discharge employees for just 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 those 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 II

CLASSIFICATION OF DEPARTMENTS AND EMPLOYEES

Section 200. Job Classifications

Employees in the Bargaining Unit shall be assigned to the following job classifications in the Police Department:

Dispatchers
Dispatch Coordinators

Section 201. Determination of Classification or Position Within Salary Range

The City shall make the determination of a new hire's salary within the established salary range for the classification to which he or she is assigned at a level not to exceed the three year step. In the event a new hire is placed at other than the starting rate for the classification, the Chief of Police will meet with the Union upon the Union's request, (which is to be filed within sixty [60] calendar days from the date of hire) to explain the reasons for the salary determination. The City retains the sole right to make a determination in this area and the City's determination, or any dispute arising therefrom, shall not be subjected to the Grievance Procedure set forth in this Agreement. Upon an employee's anniversary date, they shall advance according to the pay schedule.

Section 202. New or Revised Job Classifications

The Union shall be notified by the City of all proposed changes in or additions to the Job Classifications or Job Descriptions. If no objection is made in writing to the City by the Union within ten (10) working days thereafter, the proposed change shall be in effect. Disagreements or disputes concerning such changes or additions shall be subject to the Grievance Procedure provided for in this Agreement. In the event that new classifications are established, the salary to be paid shall be comparable to that paid for similar work in other classifications within the Bargaining Unit.

Section 203. Temporary Assignments

A. The establishment of the foregoing classifications shall not prevent the City from temporarily assigning to any employee of the City work which he is qualified to do, which work would normally be done by an employee in another classification, when, in the discretion of the City, such assignment is necessary because of emergency, vacation or other temporary conditions.

B. In the event an employee is assigned to a higher-rated job classification and performs the job duties in excess of two (2) weeks, the employee will

receive the minimum rate of pay for the new classification, or the step in the new classification which represents a full step increase in pay for that period of time in excess of two (2) weeks upon the review and approval of the City Manager. Other temporary assignments will be subject to review and approval by the City Manager at the request of the involved employee.

Section 204. Temporary and Part-Time Employees

A. Temporary Employees

1. Temporary employees shall be defined as those employees hired on a temporary basis to work full-time for a period not to exceed four (4) consecutive months, or six (6) months in a calendar year.
2. The total number of temporary employees shall not exceed fifteen (15%) percent of the total work force or five (5) employees, whichever is greater, at any one time.
3. A temporary employee substituting for a regular employee on an approved leave of absence will be entitled to work for the entire term of the leave of absence if it exceeds the four (4) month period stipulated in Item 1 above.
4. Temporary employees will be selected from the current part-time and casual employee personnel, the position being offered to the part-time employee first.

B. Part-Time Employees

Employees working fewer than an average of 40 hours per month shall be considered as a casual employee and excluded from the bargaining unit.

Employees working an average of between 40 and 160 hours per month shall be considered part-time employees and included in the bargaining unit.

Casual employees must have been former full or part-time Farmington Hills Police Dispatchers.

- C. Temporary and/or part-time employees, during their employment under such status, are not eligible for compensation or fringe benefits other than their rate of pay for actual hours worked, and shall not be paid at a rate higher than that paid for a full-time employee doing the same or similar work without the written consent of the Union.
- D. Laid off, full-time employees may bump any temporary or part-time employee, provided that the laid off employee is qualified to perform the duties of and meets all eligibility requirements for such temporary or part-time position. Laid off, full-time employees will be notified of any new temporary or part-time positions which become available.
- E. Temporary and part-time employees will not be hired to fill any regular job vacancy but will be used to supplement the regular work force when needed.

ARTICLE III

REMUNERATION

Section 301. Annual Base Salaries

Annual Base Salaries applicable to members of the Bargaining Unit shall be set forth in an Appendix to the Agreement, according to the classification of the particular employee.

Section 302. Longevity Pay

In addition to the pay provided above, the employee shall receive, on the third pay day prior to Christmas in each year, a sum equal to the percentage of his annual rate of pay, based upon his seniority, as set forth below, 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.

<u>SENIORITY</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 15 years	4.0%
15 years but less than 20 years	6.0%
20 years and over	8.0%

In the event that the employee retires from the City during the current calendar year, such sum shall be prorated upon his actual retirement.

Those employees, who are currently receiving a higher longevity payment than is reflected in the above schedule, shall be red circled and continue to receive the longevity percentage payment they were receiving on the date this Contract is ratified by the principal parties.

Section 303. Pay Days

Pay days shall be every other Friday. Where a pay day falls upon a Holiday, payment shall be made on the regular work day preceding such Holiday.

Section 304. Overtime

If a dispatcher 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 1 and 1/2 times his hourly rate. In the event that a dispatcher is called back for duty by the Department after he had gone off duty at the end of his shift, or in the event that a dispatcher 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 1 and 1/2 times his hourly rate and he will be entitled to not less than two (2) hours pay at such time and 1/2 rate regardless of the time actually spent on duty. Should a dispatcher 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 1 and 1/2 times his hourly rate, and he will be entitled to not less than three (3) hours pay at such time and 1/2 rate regardless of the time actually spent in Court.

Effective the execution date of this Agreement, in lieu of pay for overtime, callback time or court time, the employee shall be entitled, if so elected, to receive compensatory time off. Such compensatory time off shall be computed at one and one-half hours for each hour worked by the employee by way of overtime, callback time or court time. Election for compensatory time must be indicated on the day in which it is earned. Compensatory time off may be accumulated to a maximum of twenty-four (24) 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.

In the event a dispatcher is indefinitely scheduled to work other than the day shift, the employees required to work the afternoon and midnight shifts shall be entitled to receive the following "shift differential":

1. For each hour worked during the afternoon shift, an additional 15 cents per hour.
2. For each hour worked during the midnight shift, an additional 20 cents per hour.

The exact hours constituting the day shift, afternoon shift, and midnight shift shall be subject to establishment by the Chief of Police.

The Department will make a good faith effort, to insure that dispatchers are not assigned to work double shifts on a mandatory, continuous basis.

Section 305. Overtime for Meetings and Court

Should an employee be required to attend Court or a designated meeting at a time other than normal working hours, he/she will be compensated at an hourly rate equal to one and one-half (1 1/2) times his/her hourly rate, and he/she will be entitled to not less than two (2) hours pay (not less than three [3] hours in the case of court time) regardless of the time actually spent in Court or the designated meeting; provided that in the event an employee is held over in Court or in a meeting beyond the normal quitting time or the employee attends Court or a meeting which goes into the employee's normal working hours, the employee will be compensated at the normal overtime rate and this provision shall not apply. A "designated meeting" is a meeting which the employee is required to attend by his/her supervisor.

Section 306. Overtime for Part-time Employees

In the event a part-time employee works in excess of eight (8) consecutive hours or is assigned to work in excess of eight (8) hours in a calendar work day, the part-time employee will be paid at the rate of time and one-half.

For purposes of this section, a calendar work day shall be defined as beginning with the midnight shift.

ARTICLE IV HOURS OF EMPLOYMENT

Section 401. Work Schedules

It is recognized that the work assignments shall be scheduled by the Chief of Police or his designee 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. Regular work schedules will be posted seven (7) days in advance.

This Section shall in no way be construed as a guarantee by the City of any amount of work in any period of time or as a limitation on the City's right to schedule work in excess of the normal workday or the normal workweek.

The Department may add to, split, or include support shifts to the current platoon system. These shifts may be staffed by full or part-time employees.

Section 402. Permanent Shifts

The selection of permanent shifts for the day, afternoon, midnight, and support shifts for bargaining unit members shall be authorized under the following guidelines. The guidelines for the selection will be as follows:

1. The Department will post a seniority list of all confirmed members of the Department.
2. Employees will make their selection of shifts based upon seniority.
3. One (1) shift coordinator position will be filled on each shift, excluding the support shift. This position will be filled by the same provisions of the shift selection process, for the classification of Dispatch Coordinator only.
4. Employees will be allowed to trade shifts. However, no employee will be allowed to work the same shift consecutively for longer than a one-year period, if resulting from a shift trade, unless approved by the Chief of Police.
5. However, in no event shall an employee be allowed to work the same shift consecutively for longer than sixteen (16) months without the approval of the Chief of Police.

Section 403. Probationary Employees Excluded

Probationary employees 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.

Section 404. Shift Rotation

1. Shift rotation will be made at the start of each four (4) month period, 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 allowed once each period and accomplished by posting a blank shift manning chart thirty (30) days prior to the calendar/shift period. Selections for the new calendar period shall be completed by members of the bargaining unit within seven (7) days after posting. No employee may select the same shift for more than two of the periods in any one year.
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.

4. The City will endeavor to staff support shifts, if any, with full or part-time employees.
5. Staffing of a support shift shall be subject to provisions of this section, provided that departmental staffing requirements are met on other shifts.

Section 405. Trading Work and Leave Days

Subject to Departmental manpower requirements, employees shall be permitted to voluntarily trade work or leave days, with the approval of the appropriate Command Officer, provided that employees scheduled to work must inform the City in advance of any voluntary trade of work days or leave days and such originally scheduled employee shall be responsible for the attendance of the scheduled employee'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.

An employee must give the appropriate Command Officer at least 48 hours notice of any voluntary trade of work days or leave days, except in cases of emergency.

Section 406. Deduction for Absences

Deductions from an employee's pay shall be made for all absences from work on the days and times stated, except authorized absences as set forth in Article VII.

Section 407. No Concurrent Employment

During working hours, the employee is to concern himself strictly with the business of the City and the duties of his position. At no time during working hours, shall the employee perform any services or make or receive any telephone call on behalf of any other agencies or for any private business or employment, that are not a part of the employee's job responsibilities with the City.

Section 408. Lunch Periods

Employees shall be entitled to a one (1) hour lunch period for each eight (8) hour shift. The first fifteen (15) minutes shall be without pay and the final forty-five (45) minutes shall be with pay. Employees will receive two (2) one (1) hour lunch periods for each sixteen (16) hour shift.

Section 409. Leave Days

Employees may select two (2) leave days in each seven (7) day work period, by seniority, subject to staffing requirements as posted by the Department.

ARTICLE V Seniority

Section 501. New Employees

New employees hired after the effective date of this Agreement in the Bargaining Unit shall be considered as probationary employees for the first twelve (12) months of their employment. When an employee finishes his probationary period, his name shall be entered upon the seniority list in the appropriate classification and he shall be given a seniority date twelve (12) months prior to the date he completed his probationary period. 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.

The probationary period may be extended for up to six (6) months upon written mutual agreement by the City, the Union and the involved employee.

Section 502. Union Representation of Probationary Employees

The Union shall represent probationary employees for 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.

Section 503. Definition of Seniority

Seniority shall be on the basis of the classification of the employee within his Department in accordance with the employee's last date of hire by the City. The City will prepare a seniority list showing the names and the job titles of all employees entitled to seniority, will keep the seniority list up-to-date at all times and will provide the Local Union President with up-to-date copies of the seniority list whenever changes are made. Seniority cases not falling clearly within these rules shall be settled by agreement between the City and the Union.

Section 504. Loss of Seniority

An employee shall lose his seniority for the following reasons only:

- A. He voluntarily leaves the employment of the City. An employee is deemed to have resigned if he has three (3) consecutive unauthorized absences without notification to the employer unless impossible to notify said employer.
- B. He is discharged and the discharge is not reversed through the Grievance Procedure.
- C. Layoff for a period of two (2) years or length of seniority whichever is the lesser.
- D. Fails to return from a leave of absence at the designated time.

ARTICLE VI

LAYOFFS AND RECALL

Section 601. Definition of Layoff

A layoff is a reduction in the working force within a Department, Division or Office.

Section 602. Layoff Procedure

In the event of a layoff the following procedure shall be followed:

- A. Probationary employees will first be laid off on a classification basis.
- B. Employees holding seniority will then be laid off on a classification basis according to seniority as defined in Article V.
- C. Upon the written request of the Union to the City, the Local Union President during his term in office shall be given preference in case of layoff and an employee of higher seniority may be laid off in his stead.
- D. Other exceptions to this procedure may be made by written agreement between the City and the Union.

Section 603. Notice Prior to Layoff

Employees to be laid off for an indefinite period of time shall receive at least thirty (30) calendar days notice of layoff. The Local Union Secretary shall be notified of the employees being laid off on the same day the notices are issued to the employees.

Section 604. Recall from Layoff

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article V. Notice of recall must be sent to the employee at his last known address by registered or certified mail return receipt requested. If an employee fails to report to work within fourteen (14) calendar days from the date of mailing the notice of recall he shall be considered to have voluntarily left the employment of the City. The City shall grant reasonable extensions of this period of time in those cases where the employee for good cause is unable to report to work, but not to exceed an additional thirty (30) calendar days.

Section 605. Bumping Prohibited

The exercise of seniority to displace junior employees in other Departments in the event of a layoff will not be permitted. No employee may bump into the City Manager's Office without his approval.

ARTICLE VII

LEAVES OF ABSENCE

Section 700. Leaves of Absence Without Pay

A. Personal Leave

No employee shall be eligible for leave of absence until they have completed a probationary period. All requests for leave of absence must be presented in writing to the City Manager upon approval of the Department Director and shall include the following pertinent information: Purpose of leave, effective date and duration. Request for such leave shall be answered by the City Manager in writing within five (5) working days.

Such leaves may be granted by the City for periods up to thirty (30) calendar days. Such leaves may be extended upon written approval of the City Manager. All leaves are granted without pay. Seniority shall accumulate for up to thirty (30) calendar days. On leaves of thirty (30) days or less the City will pay all

insurance premiums. Employees on leave must report to work not later than the first working day following the expiration of their leave. An employee who seeks and/or obtains employment while on leave of absence will be automatically terminated from the City effective the date of leave of absence started.

B. Military Leave

An employee who enters the Armed Forces of the United States or who is called for reserve duty, National Guard or other branches of the services, covered by the National Selective Service Act will be granted leaves and other rights as afforded by the Act.

C. Leave for Union President

The President or designee shall be granted time off, up to three (3) days in any calendar year, without compensation, to attend the POAM Delegates Meeting, provided seven (7) days written notice is given the City Manager specifying the time to be taken off.

Section 701. Holidays

Section A.

The following are designated Holidays which absence from work is authorized:

- | | |
|--------------------------|--|
| 1. Columbus Day | 8. Day following Thanksgiving |
| *2. Day before New Years | *9. Day before Christmas |
| 3. New Years Day | 10. Christmas Day |
| 4. Memorial Day | 11. Veterans' Day |
| 5. Independence Day | 12. Monday prior to Washington's Birthday
(the day of Federal Observance) |
| 6. Labor Day | 13. One-half (1/2) day - the afternoon of Good Friday. |
| 7. Thanksgiving Day | |

With respect to New Year's Day, Memorial Day, Independence Day and Christmas Day, if the Holiday falls on a Sunday, the following Monday shall be deemed the Holiday and if the Holiday falls on Saturday, the preceding Friday shall be deemed the Holiday. With respect to Dispatchers, if the legal Holiday falls on a Saturday or Sunday, that Saturday or Sunday will be deemed their Holiday. The employee will not be paid for a Holiday however, if he is absent without leave the scheduled work day preceding the Holiday or the morning of a half Holiday or the scheduled work day following the Holiday.

Because the City of Farmington Hills Police Department must remain its operation on every day of the year, dispatchers are required to work their regular shift even though that shift may fall upon one of the above Holidays. Dispatchers will be compensated for Holidays and Holiday work on the same basis as Police Officers. Part-time Dispatchers will be paid at a rate of time and one-half for all time worked on a holiday.

*When this day falls on a Monday, Tuesday, Wednesday or Thursday.

Section B.

Eve days preceeding the New Years and Christmas Day Holidays will be granted on the day preceding such Holiday when the day falls on a Monday, Tuesday, Wednesday or Thursday.

When New Years and Christmas fall on a Saturday, Sunday or Monday the eve day preceding such Holiday will be considered a floating Holiday to be scheduled and taken in the same manner as a personal day, Section 707(I), and may also be used in conjunction with approved vacations or Holidays.

Section C.

An employee who is scheduled to work on any Holiday set forth above and does not work said day shall receive no holiday pay for such day, unless on an excused absence approved by the Department Director.

Section 702. Annual Vacations

Employees will be entitled to annual vacations in accordance with the following schedule. Eligibility for vacation shall be determined as of July 1 of each year.

<u>Service as of July 1</u>	<u>Days of Vacation for Each Month Worked in the Previous Year</u>	<u>On and After 7/01/80 Maximum Vaction</u>
Under 2 years	.833 days	10 days
2-5 years	1.0 days	12 days
6-9 years	1.25 days	15 days
10-13 years	1.42 days	17 days
14-17 years	1.58 days	19 days
18-21 years	1.75 days	21 days
22-25 years	1.92 days	23 days
over 25 years	2.08 days	25 days

An employee who does not successfully complete his probationary period shall not accrue any vacation benefits.

Section 703. Period for Taking Vacations

Except as provided below, vacations must be taken during the period beginning July 1, and ending June 30. Vacations will be granted at such times during the year as are suitable considering both the wishes of the employee and the efficient operation of the City. Vacations will be taken in a period of consecutive days. Vacations may be split into one or two weeks providing such Section scheduling does not drastically interfere with the operations of the employee's department. Vacations may be taken in one (1) day increments upon advance approval of the employee's Bureau Commander. Employees required to take compulsory military training shall be allowed to take their vacation at the time such training must be taken. 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 Bureau Commander may allow such unused vacation to be taken during the following fiscal year. If permission to take the unused vacation in a subsequent year is not granted, the employee shall be paid for such unused vacation at straight time.

Section 704. Holiday Vacation

If a Holiday is observed by the City on a day other than Saturday or Sunday during a scheduled vacation, the employee shall be entitled to an additional day of vacation.

Section 705. Advance Pay for Vacations

If a regular pay day falls during an employee's vacation he may receive that pay in advance before going on vacation, provided, however, that he make a written request to the City Treasurer not less than five (5) days before the effective date of his vacation, or twenty (20) days before the pay day in question.

Section 706. Effect of Layoff on Vacation

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

Section 707. Absence for Sickness or Other Good Cause

A. Employees shall be entitled to absence without loss of pay for sickness upon application by the employee. Subject to Section B and C, an employee may be granted up to ten (10) hours under this provision in any one month.

B. 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, 1988, whichever is higher.

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

2. In addition to the sick leave accumulation set forth in B.1. above, employees may accumulate reserve sick leave as days are earned in excess of the applicable maximum under part B.1 up to a combined total of one hundred ninety (190) 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 part B.1. above.

C. Permanent full-time seniority employees will earn and be credited with ten (10) hours of sick leave credit for each complete calendar month of service. In order to earn ten (10) hours sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month. Time spent away from work while on military reserve duty up to thirty (30) days per calendar year will, for purposes of this Article, be treated as days worked.

D. For purposes of computing sick leave pay, a workday shall be eight (8) hours paid at the employee's straight-time pay.

E. The City may require that employees provide specific and detailed medical data from the employee's doctor stating the cause of the absence whenever sick

leave exceeding three (3) consecutive workdays is taken pursuant to this Article. Falsification of such evidence will be cause for discipline. Failure to provide, or falsification of, such evidence will be cause of discipline.

Abuse of sick leave will be cause for disciplinary action.

F. The City reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence. If there is a dispute between the parties with respect to the employee's ability to perform his job duties a mutually agreed upon professional opinion shall be sought to determine whether the employee is able to perform his duties. The cost shall be shared equally between the City and employee.

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

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

I. An employee shall be entitled to three (3) personal days per calendar year, (non-cumulative) taken from the accumulated sick leave bank. The days may be taken at the employee's discretion, and unused days shall remain in the sick leave bank provided that their personal days cannot be used in conjunction with vacations or holidays. The employees must submit a written request at least five (5) working days in advance except for emergencies and receive approval from the Department Head prior to taking the personal leave day; provided that an exception to these requirements may be granted by the Department Head.

J. Maternity leave shall be granted in accordance with the provisions set forth in this Article on medical leaves of absence and as provided by all applicable State and Federal laws. A written request for maternity leave must be submitted to the City when pregnancy is established, with supporting statement from the attending physician certifying that, based on his understanding of the specific job, the employee is able to perform all of the duties of her job. The employee must return to work at the end of the granted leave of absence.

K. The City will grant medical leaves of absence for personal illness or injury to employees with seniority upon presentation of medical proof of illness or injury. In the case of personal illness or injury exceeding five (5) working days, a written request for a medical leave must be submitted to the City with a supporting statement from the doctor.

L. The Union may establish a "sick leave bank". The bank is to be credited with contributions from the accumulated sick leave of other Dispatchers. Distribution by the Union to Dispatchers, who are unable to work because of illness or injury, may be made. Procedures shall be subject to the approval of the employer.

The City reserves the right to require that an employee who is on such leave take a physical examination(s) by a City-appointed doctor at City expense periodically. An employee returning from sick leave will be returned to a position in line with his seniority providing he is able to perform the available work and he has been released to go to work by the City doctor. Restrictions for "light work", etc., will not be accepted except as set forth below. In case of illness or injury compensable under Workers' Compensation, said leave shall be granted for the duration of the illness or injury subject to the provisions above. In case

of all other medical leaves, said leave shall not exceed the length of the employee's seniority at the time of leave or eighteen (18) months, whichever is less.

The City in its sole discretion may determine the nature and availability of any "light work" assignments, if any.

Section 708. Partial Use of Sick Leave for Employees Injured in the Line of Duty

1. An employee who is unable to work as a result of an injury or sickness arising out of and in the course of his employment with the City and notice of which injury shall have been given the City as required, shall receive the pay set forth below:

- A. The first one hundred and thirty (130) work days not to be deducted from employee's accumulated sick time on any one injury or sickness. Any reinjury or recurrence will be considered the same injury or sickness for purposes of this section.
- B. The full pay shall be effected by paying such employee an amount which, together with the weekly Workers' Compensation Benefits to which he may be entitled, shall equal 85% of his regular pay on the basis of his average standard work week, exclusive of overtime, at the time of injury.
- C. After exhaustion of the days provided in "A" above, the employee's accumulated sick leave shall be used up at the rate of one hour of sick leave for each two regularly scheduled work hours the employee is absent. Said ratio of one to two shall be applied regardless of the actual ratio of Workers' Compensation Benefits to full pay.

The effect of B and C is to extend sick leave credits and make the same last twice as long for an injury in the line of duty.

2. After the exhaustion of sick leave credits, payments consist only of benefits under the Workers' Compensation Act.

3. Offset and Refund of Workers Compensation Checks. In no case shall an employee receive for any period more, including Workers' Compensation Benefits, than eighty-five (85%) percent of his regular straight-time take-home pay, the same to be determined at the time of injury, on the basis of his average standard work week, exclusive of overtime. Where practicable this shall be effected by deducting the weekly Workers Compensation Benefits from the amount of sick leave payment otherwise payable. If any Workers Compensation payments are received by an employee for a period for which the employee has received sick leave payments without deduction for Workers Compensation, the employee shall refund to the City the Workers Compensation Benefits for such period.

Section 709. Funeral Leave

In case of a 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) days, as will be necessary in the particular circumstances. The grant of any such leave and the amount thereof shall be approved by the Chief of Police and the City Manager. "Immediate Family" is defined as (1) the employee's wife, husband, child, brother, sister, parent, grandparent, or (2) any relative of the employee living in the same household and his mother-in-law and father-in-law.

Section 710. Jury Duty

A full-time employee with one or more years of 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 fee paid by the Court (not including travel allowances or reimbursement 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.

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 the 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.

ARTICLE VIII

RETIREMENT AND INSURANCE

Section 801. Retirement

Employees included within the Bargaining Unit shall be entitled, as a condition of their employment, to the benefits of the retirement system approved by the Farmington Hills City Council on July 22, 1974, being Ordinance C-68, and subsequent amendments which retirement system is incorporated herein by references. Effective July 1, 1985, the pension multiplier will be increased to 1.7%. Effective July 1, 1986, the pension multiplier will be increased to 1.8%.

Section 802. Insurance

Employees included in the Bargaining Unit shall participate in the following insurance programs whose premiums shall be paid by the City.

- A. The City agrees that, for the duration of this Agreement, it will continue to furnish Blue Cross-Blue Shield health insurance (or equivalent) for the permanent full-time employees. The prescription co-pay will be \$3.00; and the Master Medical option provided will be Option II. B. Life Insurance and Weekly Disability Income Insurance in accordance with the following schedule:

<u>Employee's Annual Base Salary</u>	<u>Life Insurance</u>	<u>Weekly Disability*</u>
\$10,000 or more	\$30,000	\$115
\$ 9,000 but less than \$10,000	\$18,000	\$103
\$ 8,000 but less than \$ 9,000	\$16,000	\$ 92
\$ 7,000 but less than \$ 8,000	\$14,000	\$ 80
\$ 6,000 but less than \$ 7,000	\$12,000	\$ 69

Life insurance coverage will reduce by 50% when an employee reaches the age of 70, and ceases at termination or age 75, whichever occurs first.

Employees have the option of using accumulated sick leave days or weekly disability income insurance but not both concurrently.

Employees hired prior to the date of this Contract will receive no less life insurance than was previously in force. After the effective date of this Contract, employees will receive adjustments according to the schedule commensurate with their annual salary.

*Weekly Disability Income Insurance will increase to \$150 per week effective on and after July 1, 1984.

- C. Optical Program with Cooperative Services, Inc., in accordance with basic frame program dated March 22, 1976, incorporated herein by reference, or equivalent.
- D. Comprehensive Dental Care Plan with Delta Dental Plan of Michigan in accordance with Plan III, including Class III Benefits (Orthodontic) incorporated herein by reference, or equivalent.
- E. An eligible full-time employee shall become insured as soon as permissible under the insurance contract under the insurance plan set forth in 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.
- F. 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 in excess of thirty (30) calendar days 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.
- G. 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 references to the insurance set forth above, the City will continue to have the right to select the carrier, to change carriers and to become self-insured, provided that there shall be no reduction in benefits. It is further agreed that the only liability assumed under this Article is to pay the premiums as provided herein. Any claim settlement between the employee and the insurance carrier shall not be subject to the Grievance Procedure.
- H. The City will pay no more for health insurance than the applicable Blue Cross/Blue Shield rates. In the event the cost of the alternative health insurance plans exceed the cost of Blue Cross/Blue Shield, 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 IX

PROMOTIONS

Section 900. Promotion Defined

A promotion shall be defined as a change from one position to another position that involves a change in duties and responsibilities and a higher rate of compensation.

Section 901. Eligibility for Promotions

Vacancies will be posted for a period of not less than seven (7) calendar days on the bulletin board in the Dispatch area. Interested employees with a minimum of three (3) years seniority shall apply within said time. Placement on the eligibility list for promotions shall be based upon results of the following weighed factors:

- Fifty (50%) percent written examination
- Twenty-five (25%) percent oral examination
- Twenty-five (25%) percent Departmental evaluations.

An employee must obtain a minimum average of seventy percent (70%) on the written and oral examinations and Departmental evaluations to be placed on the eligibility list. In the event no employee applies or no employees are qualified, the City reserves the right to hire from outside the bargaining unit.

Section A. Promotion Eligibility Roster. The City may remove an employee from the eligibility roster for cause.

Section B. Promotion Probationary Period. All individuals promoted to the rank of Dispatch Coordinator shall serve a one (1) year probationary period from the date of appointment.

Section C. Promotion Appointment. In the event the City wishes to fill a permanent position in the rank of Dispatch Coordinator, the Chief will appoint an individual who is on the eligibility roster.

Section 902. Written Examination

A written examination may be provided by the City which shall be free to all employees seeking the available promotion other than probationary employees. The examination shall relate to those matters which shall fairly test the relative capacity of those persons examined to discharge the duties of the office to which they seek to be appointed. Such test shall be furnished by an independent body.

Section 903. Supervisory Employees

The foregoing conditions do not apply to the employment of supervisory employees whose positions are not covered by the collective bargaining Contract.

However, members of this unit will be afforded equal opportunity and consideration for the position of Civilian Dispatch Supervisor, or its equivalent, should such position be established by the City and subject to the provisions of the appropriate labor agreements.

Section 904. Promotion

When an employee is promoted, he shall immediately advance to a pay step in

the higher classification which is higher than his next annual increment in the previous classification.

ARTICLE X

DISCHARGE AND DISCIPLINE

Section 1000. Causes for Discipline or Discharge

No member of the Bargaining Unit shall be disciplined or discharged except for just cause. A discharged employee will be allowed to discuss the discharge with the Union Representative before he is required to leave the property of the City unless his presence creates an unsafe condition.

Section 1001. Past Infraction

In imposing any discipline on a current charge, the City will not take into account any prior infractions which occurred more than two (2) years previously unless otherwise agreed by the Chief of Police.

Section 1002. Notification of Discipline or Discharge

The City shall notify the Union Representative in writing on the discharge, suspension, or written reprimand of an employee. Failure to give such notice shall not affect the validity of such discharge, suspension or written reprimand.

ARTICLE XI

UNION REPRESENTATIVES

Section 1101. Number of Representatives

Employees shall be represented by the Union President and his/her designee who shall be members of the Bargaining Unit. The designee shall act in place of the President when the President is absent or unable to act.

Section 1102. Union Business on City Time

The President or his/her designee shall not spend time on Union business during regular working hours except as provided in Article X hereof, unless same involves a grievance or problem arising under this Contract, the nature of the business is such that it cannot be conveniently disposed of outside of regular working hours and it does not interfere with the work of the City Department involved.

Section 1103. Notification to City

The Union shall provide to the Chief of Police and the Personnel Director in writing the current list of Union Representatives and any subsequent updates to that list.

ARTICLE XII

GRIEVANCE PROCEDURE

Section 1201. Savings Clause

Nothing in this Article shall prevent any individual employee of the Union from exercising the rights granted under Act 336 of Public Acts of 1947, as amended.

Section 1202. Definition of Grievance

For the purpose of this Contract, a grievance is defined as an alleged violation of this contract.

Section 1203. Grievance Procedure

The following shall be followed in presenting a grievance to the City:

Step One.

If an employee feels he has a grievance, he shall, within five (5) working days after the employee had knowledge, or reasonably should have had knowledge, of its occurrence, present the grievance orally to his immediate supervisor or other designated supervisor, or it shall be considered waived. Unless the supervisor determines otherwise, the meeting will occur immediately before the end of the employee's work shift. The employee's Union representative may be in attendance if the employee so requests. The supervisor shall submit his answer within three (3) working days after its presentation. If the grievance is not satisfactorily adjusted, the employee may submit a written grievance at Step Two.

Step Two.

If the grievance is not resolved in Step One, the employee or the Union Representative shall present the grievance in writing to the Bureau Commander. A grievance must be presented in writing within five (5) working days after the employee receives the answer in Step One or it shall be considered waived. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall attempt to identify all the provisions of this Agreement alleged to be violated, and shall be signed and dated by the employee.

The grievance shall be answered in writing by or on behalf of the Bureau Commander within ten (10) working days after the grievance is presented. If the grievance is not answered within ten (10) working days, the Union shall be awarded the grievance on the basis of its complaint.

If no further action is taken within five (5) working days after service of the written answer upon the employee or the Union Representative, the answer will be considered to be accepted, and no further action may be taken upon the grievance.

Step Three.

If the grievance is not resolved in Step Two, the employee or the Union Representative may present the grievance in writing to the Chief of Police. The grievance must be presented within five (5) working days after the employee receives the answer in Step Two or it shall be considered waived. The grievance shall be answered in writing by or on behalf of the Chief of

Police within ten (10) working days after the grievance is presented. If the grievance is not answered within the ten (10) working days, the Union shall be awarded the grievance on the basis of its complaint. If no further action is taken within five (5) working days after service of the written answer upon the employee or the Union Representative, the answer will be considered to be accepted and no further action may be taken upon the grievance.

Step Four

If within five (5) working days after the service of the answer, the answer is not accepted by the Union Representative or the employee, the Union Representative or the employee may request a conference with the City Manager or his representative at a time to be agreed upon. The City Manager or his representative will meet with the Union and give his written answer within twenty (20) working days.

For purposes of this Article only, the term "work day" refers to Monday through Friday excluding observed Holidays.

Section 1204. Arbitration

In the event the grievance is not settled in Section 1203 above, the Union shall have the right to appeal the dispute under and in accordance with the rules of the American Arbitration Association. Such appeal must be taken within thirty (30) calendar days from the date of the answer provided for in Step 3 above or the day the answer was due.

Any grievance not advanced to the next step by the Union within the time limited in that step shall be deemed abandoned.

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.

- (a) He shall have no power to add to, subtract from, disregard, alter, or modify any of the terms in this Agreement.
- (b) He shall have no power to establish salary scales or change any salary.

His powers shall be limited to deciding whether the City has violated the express articles or sections of this Agreement; it being understood that any matter not specifically set forth herein remains within the reserved rights of the City.

He shall have no power to decide any questions which, under this Agreement, are within the responsibility of management to decide, except as they may be specifically conditioned by this Agreement.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. It shall be final and binding on the Union, its members, the employees 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 ten (10) days from the time the alleged violation was to have occurred. The City shall not be required to pay back wages for more than ten (10) work days prior to the date a written grievance is filed.

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

Section 1205. Appeal

Discipline or discharge cases will be handled through the normal steps of the Grievance Procedure, except, that in cases of discharge, the Union may bypass Step 1 and appeal the matter directly to the City Manager's step of the Grievance Procedure.

Section 1206. Time Limits

The time limits set forth in the Article may be extended by mutual agreement, in writing, of the City and the Union.

Section 1207. Arbitration Hearings

Unless otherwise agreed, arbitration hearings will be held in the City of Farmington Hills offices or in the vicinity. In the event employees in the Bargaining Unit are called as witnesses, they shall not lose time for travel to and from the hearing, or for time spent in testifying. However, the Union recognizes that should it call witnesses who are required to be present through the entire hearing, the City shall not be responsible for such expense.

Section 1208. Sole Remedy

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

Section 1209. Policy Grievance

A matter involving several employees 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.

ARTICLE XIII

AUTOMOBILE

Section 1301.

If an employee is required to use his automobile in connection with his job he shall be paid no less than 18 cents per mile. Employees using their own cars shall, if required by the City, keep and file a record of all mileage driven on City business. The City shall furnish forms for this purpose.

ARTICLE XIV

DEDUCTION OF UNION DUES BY CITY

Section 1401. Deduction of Dues

During the life of this Agreement, the City 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 Director of Finance a written authorization for such deductions. Such authorization form shall be prepared and furnished to the employees by the Union and shall, as a minimum, recite that the City is authorized to deduct Union dues in effect from time to time from the pay of the particular employee and forward such sum to the Union in accordance with the terms of this Contract. The Union is to notify the City as to the amount of Union dues and of any changes said notification to be made at least thirty (30) days before said dues are to be deducted.

Section 1402. Exclusion

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

Section 1403. Authorization for Deductions

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

Section 1404. Transmittal of Funds

Deductions for any calendar month shall be remitted to the designated financial officer of Council 25 as soon as possible after the 10th day of the following month.

Section 1405. Revocation of Authorization

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 thirty (30) days prior to the expiration of the Contract or any renewal hereof. Deductions of membership dues shall terminate with respect to any employee who is no longer a member of the Bargaining Unit.

Section 1406.

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 to which the City may be put by reason of its voluntary agreement to deduct membership dues.

ARTICLE XV

NO-STRIKE CLAUSE

Section 1501.

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.

Section 1502.

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.

Section 1503.

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.

Section 1504.

The City agrees that in consideration of the foregoing, during the life of this Agreement the City will not lock-out employees.

ARTICLE XVI

MISCELLANEOUS

Section 1601.

This Contract shall conform in all respects with the regulations of the United States Government with respect to the control of wages under authority granted to the President of the United States by Act of Congress. Nothing herein shall be held to conflict with any such regulation.

Section 1602.

It is agreed by the parties that dispatchers will not be required to be in contact with prisoners except in extreme emergencies. In such event (except in

restroom areas) a certified officer will be present. In the event a female employee is required to observe a female prisoner in a restroom area, a certified officer will maintain visual contact with the female employee. This section will be followed according to Farmington Hills Police Special Order No. 89-018 issued on June 18, 1989.

Section 1603.

With respect to those employees who are required to wear uniforms while on duty, the City shall be obligated to provide adequate and proper cleaning of the uniforms and no specific allowance shall be paid to the employee for the uniform cleaning. It is agreed that the employer shall make appropriate arrangements so that the uniforms are returned to the employee within a reasonable time after an employee presents them for cleaning.

Section 1604.

A. Dispatchers' Uniforms

1. Female Dispatchers:
Four (4) slacks or skirts
Five (5) short sleeve shirts
Five (5) long sleeve shirts
One (1) long sleeve sweater
2. Male Dispatchers:
Four (4) pants
Five (5) short sleeve shirts
Five (5) long sleeve shirts
One (1) long sleeve sweater
3. Unserviceable uniforms shall be replaced at the beginning of winter and spring as necessary.
4. Uniform cleaning will be paid by the City.
5. All uniforms remain the property of the City.
6. Part-time Dispatchers will receive three (3) full sets of uniforms, including a sweater.

Section 1605. Special Conferences

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

Section 1606. Subcontracting

While the right of contracting or subcontracting of work is vested in the City, in cases of contracting or subcontracting work regularly performed by members of the Bargaining Unit as of July 1, 1982, which would result in a layoff

of a member of the Bargaining Unit, the City will notify the Union prior to letting the contract and, if requested in writing from the Union within ten (10) work days from the notice the City will meet within five (5) work days from receipt of the request to discuss the work in question.

Grievances involving subcontracting resulting in layoff may be processed to the Council level but not to Arbitration.

Section 1607.

The parties agree that any future changes in residency requirements will be subject to negotiation by the parties.

Section 1608. Maintenance of Conditions

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

Section 1609. Medical Examinations

The City may require that employees submit to physical and mental tests and examinations by City-appointed doctors when such tests and examinations are considered to be of value to the City in maintaining capable work force, employee health and safety, etc., provided, however, that the City will pay the cost of such tests and examinations. The City and Union agree that the provisions of this Section shall be applied equally to all employees without discrimination as to age, sex, race, creed, color, marital status, religion, political affiliation, national origin or Union activity.

Section 1609.

There will be a mandatory three (3) month training period for new hires, with exceptions to this mandatory training being approved by the Chief of Police after recommendation from the Bureau Commander.

Section 1610. Roll Call

All employees may be required to report for roll call or orientation fifteen (15) 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 thereof.

Section 1611. Use of Cadets and Police Officers

Dispatch vacancies may be filled by radio trained Cadets or Police Officers if the work available has been rejected by all bargaining unit members. The use of radio trained Cadets or Police Officers may also be used to replace Dispatchers on lunch or to supplement staff during emergency conditions.

The Department may staff a position in the Communications Center with a Cadet for the purpose of taking Telephone Crime Reports through the published telephone crime reporting number, and perform miscellaneous clerical duties under the direct supervision/direction of the Coordinator/Senior Dispatcher on duty.

ARTICLE XVII

TUITION REIMBURSEMENT

Section 1701.

Approval of Educational Aid requests is the joint responsibility of the Department Director and City Manager. In approving such requests, consideration is given to the City's requirements and the employee's potential and development needs.

Section 1702.


Approved courses are reimbursed 100%, including books, provided the employee's final grade is the equivalent of a "C" or better. No reimbursement is authorized for below "C" level work. Any refundable deposit is not eligible for reimbursement. Books purchased by the City shall remain the property of the City.

Section 1703.

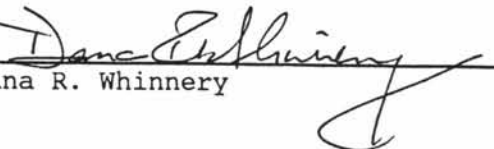
The employee must receive advance written approval from the City Manager to be eligible for any payments under this Article. In the event the employee leaves the employ of the City within one (1) year from the date the City makes the payment, the employee shall reimburse the City for such payments by having the amount deducted from their final paycheck(s). The employee must sign an agreement authorizing such payroll deductions before the City makes any payments under this Article.

CITY OF FARMINGTON HILLS

BY:


William M. Costick

BY:


Dana R. Whinnery


POLICE OFFICERS ASSOCIATION OF MICHIGAN

BY:



Kenneth E. Grabowski

FARMINGTON HILLS POLICE COMMUNICATION ASSOCIATION

BY:


Mary Lou Alex

BY:


Heather MacDonald

To be attached to the contract of July 1, 1988 through June 30, 1991.

MEMORANDUM OF UNDERSTANDING: VACATIONS

IT IS HEREBY AGREED by and between the parties, the City of Farmington Hills and the Farmington Hills Police Communications Association that should the City afford an increase in the amount of vacation time afforded to the AFSCME or Teamster bargaining units during the term of this bargaining agreement (July 1, 1988 through June 30, 1991), those benefits shall also accrue to employees in the Farmington Hills Police Communications Association.

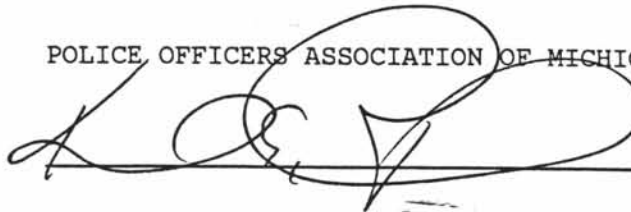
CITY OF FARMINGTON HILLS





FARMINGTON HILLS POLICE COMMUNICATIONS ASSOCIATION

POLICE OFFICERS ASSOCIATION OF MICHIGAN



DATED: 8-8-89

APPENDIX A:

CLASSIFICATION: DISPATCHER

<u>EFFECTIVE</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
7/01/88	20,042	20,669	21,310	22,137	22,714
7/01/89	20,844	21,496	22,162	23,022	23,623
7/01/90	21,678	22,356	23,048	23,943	24,568

CLASSIFICATION: DISPATCH COORDINATOR

<u>EFFECTIVE</u>	<u>START</u>	<u>1 YEAR</u>
7/01/88	23,428	24,130
7/01/89	24,365	25,095
7/01/90	25,340	26,099

