

AGREEMENT

BETWEEN

CITY OF FARMINGTON HILLS, MICHIGAN

and the

POLICE OFFICERS LABOR COUNCIL

and its affiliate, the

FARMINGTON HILLS POLICE COMMUNICATIONS ASSOCIATION

EFFECTIVE JULY 1, 2006 TO JUNE 30, 2011

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COLLECTIVE BARGAINING AGREEMENT

This contract is entered into this ____ day of _____, 2007 by and between the City of Farmington Hills, Oakland County, Michigan (hereinafter called the "City") and the Police Officers Labor Council 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 (5) years beginning July 1, 2006 and ending June 30, 2011.

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
Part-time Dispatchers

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 Chief of Police. Other temporary assignments will be subject to review and approval by the Chief of Police 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

1. Employees working fewer than an average of 40 hours per schedule shall be considered as casual and excluded from the bargaining unit. This shall be determined by taking an average of the last six (6) consecutive schedules.
2. Employees working an average of between 40 and 160 hours per schedule shall be considered part-time employees and included in the

bargaining unit.

3. 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; except that a part-time employee who is assigned as a temporary full-time employee for any period exceeding 30 days shall have their pay computed in the same manner and consistent with full-time employees, i.e., 40 hours each week, 80 hours bi-weekly. Notwithstanding provisions herein, employees working in a temporary full time capacity shall be paid double time for hours worked on a holiday.

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.

SENIORITY	PERCENTAGE OF ANNUAL PAY
Less than 3 years	None
3 years but less than 5 years	0.5%
5 years but less than 7 years	1.0%
7 years but less than 10 years	2.0%
10 years but less than 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.

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.

In lieu of pay for overtime, callback time, or court time, an 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 one hundred (100) 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 an employee is indefinitely scheduled to work other than the day shift, that employee required to work the afternoon or midnight shifts shall be entitled to receive the following "shift differential", paid on a bi-weekly basis:

1. For each hour of work during the afternoon shift, an additional twenty (20) cents per hour. For each hour of work during the midnight shift, an additional twenty-five (25) 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.

Section 307. Senior Dispatcher

If, for any reason, a shift is not staffed by a Dispatch Coordinator or an Acting Coordinator, then the Dispatcher having the greatest seniority on each scheduled eight hour shift shall be designated as the "Senior Dispatcher" for that shift, shall assume the duties and responsibilities as described in the description attached to this Agreement, and shall be compensated for such duties by receiving three quarter (3/4) hour of extra pay at the straight time rate, or having three quarter (3/4) hour of compensatory time added to their compensatory time bank, for every eight (8) hours worked in this capacity. A Dispatcher who works the first four consecutive hours of an eight hour shift as the Senior Dispatcher shall receive twenty (20) minutes of extra pay or compensatory time for that shift. A Dispatcher who works the last four consecutive hours of an eight hour shift as the Senior Dispatcher shall receive twenty five (25) minutes of extra pay or compensatory time for that shift. In no case shall more than a total of three quarter (3/4) hour of extra pay be awarded for any eight hour shift. In the event a shift is staffed completely by part-time employees, then the most senior of those employees shall assume the role of Senior Dispatcher and receive the extra pay provided herein. In no case shall a probationary employee be eligible for the designation of Senior Dispatcher. The designation of Senior Dispatcher shall not be considered a classification under any provision of this Agreement.

Section 308. Payment of Compensatory Time

1. Employees, upon their request, will be permitted to "cash-out" compensatory time earned under Article III, Section 304 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. Cash-out 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 "cash-out" on an hour for hour basis.
5. Payment for compensatory time will not be pyramided or cause other overtime payment.

Section 309. Training Pay

An employee conducting training of a new employee shall be entitled to one (1) hour overtime pay for each full or partial shift of training assigned and conducted. Only one employee per training period shall be so entitled, unless multiple dispatchers have been assigned, and are conducting, individualized training for multiple new employees. The employee completing the Daily Observation Report shall receive the extra pay.

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 and part-time employees, and supplemented by casual employees.

Section 402. Permanent Shifts

Permanent work schedules for full time Dispatchers and Dispatch Coordinators shall consist of eight (8) hour shifts, whereby employees are scheduled to work five (5) consecutive days, followed by two (2) consecutive leave days, followed by five (5) consecutive work days, followed by three (3) consecutive leave days, whereupon the work cycle repeats.

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 shall post a seniority list of all confirmed members of the Department.
2. Shift rotation shall be made at the start of every fifteen (15) week work schedule period, beginning December 29, 1991. Shift rotation shall be made at the start of every thirty (30) week work schedule period, beginning August 18, 2002.
3. Selection for permanent shifts shall be allowed once for every thirty (30) week work schedule period and shall be accomplished by posting a blank shift staffing chart a minimum of thirty (30) days prior to the start of each thirty (30) week period. Selections for a new period shall be completed by employees within seven (7) days after posting.
4. Employees will make their selection of shifts on the basis of classification, seniority, and full time status.
5. Employees who may be on vacation, sick leave, or other approved leave at the time of the posting and selection process shall assume responsibility for their shift selection, in writing, through a union representative.
6. No premium pay shall be paid resulting from the shift selection and rotation process.
7. Any remaining schedules or hours which have not been selected by employees in the shift selection process may be assigned to part time employees based upon the operational needs, and at the sole discretion of the Department.
8. The Department shall have the right in its sole and exclusive discretion to reschedule employees with a seventy-two (72) hour notice for training, special events, or court appearances.
9. The shift selection process shall be at no cost to the City.

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. 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 this contract. Employees trading shifts or leave days must be of the same classification.

An employee must give the appropriate Command Officer at least forty-eight (48) hours notice of any voluntary trade of work days or leave days, except in cases of emergency. Trading of more than one (1) day will require a seven (7) day notice and assumption of each other's leave days which occur during the leave period.

Notwithstanding the provisions of Sections 402 and 404, trading of work and leave days may be permitted between Dispatchers and Dispatch Coordinators in accordance with other provisions of our Agreement, and subject to the following additional terms and conditions:

1. A Dispatcher and a Dispatch Coordinator may be permitted to trade work and leave days within the same shift.
2. Shift trades involving a Dispatch Coordinator shall not result in a doubling-up of Coordinators for more than four (4) hours on any shift.
3. Shift trades between a Coordinator and a probationary Dispatcher will only be allowed under extenuating circumstances and with the prior approval of the Department.
4. An employee may not trade hours if such trade results in a circumvention of these terms and conditions.

Section 405. 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 406. 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 407. Rest Periods

Employees shall be entitled to two (2) fifteen (15) minute rest periods for each eight (8) hour shift worked. Rest periods may not be taken at the beginning or end of a shift. The Department will not provide any form of relief or support for these rest periods. Employees must remain in the building, and readily available for duty while on a rest period. The rest periods shall be with pay and considered part of the normal work

schedule. However, if work activity is such that an employee is precluded or unable to take rest periods, they shall receive no extra or premium payments of any kind, nor may

such time be accumulated.

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 at the sole discretion of the City.

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.

Section 505. Transfer of Seniority

- 1. Notwithstanding other provisions of the current collective bargaining agreement, an employee who transfers between full-time and part-time status, or between part-time and full-time status, shall be given a new seniority date consistent with their change in status for purposes of bidding work schedules, vacation leave or other time off, and overtime.

An employee who transfer from full-time to part-time, and then back to full-time without a break in service, shall be credited their full-time service for purposes of benefit accrual and longevity pay.

Regular part-time employees will continue to be ineligible for compensation or fringe benefits, other than their rate of pay for actual hours worked, and service accrued as a part-time employee shall not be credited to an employee for purposes of benefit accrual.

Consistent with the City's pension ordinance, an employee who returns to regular full-time status from regular part-time status may have forfeited pension service credits restored upon satisfying the requirements of Section 2.292 of the City's pension ordinance. In any event, retirement eligibility shall be based upon credited service as defined in the pension ordinance.

**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 re-called 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.

**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 Chief of Police 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 ten (10) 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 POLC Delegates Meeting, provided seven (7) days written notice is given the City Manager specifying the time to be taken off.

Section 701. Holidays

A. The following are designated Holidays for all full-time employees in 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 24 th |
| 5. Memorial Day | 12. Christmas Day |
| 6. Independence Day | 13. December 31st |
| 7. Labor Day | 14. Martin Luther King Jr. Day |

B. Holiday Pay

Because the City of Farmington Hills Police Department must remain its operation on every day of the year, the employees of this Bargaining Unit are required to work their regular shift even though that shift may fall upon one of the above Holidays. The employees shall, therefore, be entitled to 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 personnel shall receive the additional compensation for Thanksgiving, Christmas, and the 4th of July. Employees 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.

Employees entitled to such additional leave day shall request it at the time shift schedule or the subsequent schedule. Such additional leave days shall not cause overtime costs to the Department for replacement of the employees.

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.

D. An employee is scheduled to work on any holidays set forth above and does not work said day shall receive no holiday pay for such day, unless such absence is approved by the Chief of Police.

Each hour worked on a holiday by a part-time employee shall be compensated at a rate of one and one half (1½) times their regular hourly rate of pay.

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 April 1 of each year, based upon an employee's length of service and months worked in the previous year.

<u>Service as of April 1</u>	<u>Maximum Vacation</u>
Under 1 year	1 day for each month worked in previous 12 months
1 – 2 years	12 days
3 – 5 years	15 days
6 – 7 years	17 days
8 – 9 years	18 days
10 – 11 years	19 days
12 – 14 years	20 days
15 – 17 years	21 days
18 – 20 years	22 days
21 – 23 years	23 days
24 years	24 days
25+ years	25 days

Effective April 1, 1998, the vacation schedule shall be modified as follows:

<u>Service as of April 1</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 who do not successfully complete their new hire 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 April 1,

and ending March 31. 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. 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 706. 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. 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 707. 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 re-injury 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.

4. An employee who sustains an injury or incurs an illness while on or off duty, may be returned to work on limited duty at the discretion of the City. An employee assigned limited duty shall not displace another employee on a different shift. His/her activities and the duration of limited duty are to be prescribed by the City physician. In cases where there is a dispute of medical opinion between the City's physician and the employee's physician, a third opinion shall be obtained from a physician mutually agreeable to the parties. The cost of the third opinion shall be equally shared by the City and the employee and such third opinion shall be final and binding. The employee, while on limited duty, shall receive his/her current rate of pay with no deductions from sick time, compensatory time, or other benefits.

Section 708. 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, grandchild; or (2) any relative of the employee living in the same household and his mother-in-law and father-in-law.

Section 709. 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.

Section 710.

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

**ARTICLE VIII
RETIREMENT AND INSURANCE**

Section 801. Retirement

Employees included within the Bargaining Unit shall be entitled, as a condition of employment, to the benefits of the Retirement System approved by the Farmington Hills City Council on August 15, 1988, being Ordinance C-41-88, and subsequent amendments which retirement system is incorporated herein by reference.

For retirements occurring between July 1, 1994 through June 30, 1996, the retirement provisions from the predecessor labor agreement (effective 7/01/91 - 6/30/94) shall apply.

Normal retirement shall be at sixty (60) or more years of age with (8) eight or more years of service. Effective January 6, 2007 employees who are at least fifty-five (55) years of age may retire with an unreduced pension if the sum of their age and years of service is greater than or equal to eighty (80). Pension benefit shall be two point six five (2.65%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) 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 age sixty-seven (67). At age sixty-seven (67), the pension benefit shall be two point three seven five (2.375%) percent of average final compensation for the first twenty-five (25) years of service and one (1.0%) for each year of service thereafter with the total benefit not to exceed seventy (70%) percent of average final compensation.

Effective July 1, 2001, employees shall contribute five percent (5%) of the employee's annual salary which shall include all compensation used to determine average final compensation as defined in this Article. Effective January 6, 2007, employees shall contribute six percent (6.0%) of the employee's annual salary, 1.5% for retiree health and 4.5% for pension, which shall include all compensation used to determine average final compensation as defined in this Article. Average final compensation will be based upon 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.

Employees retiring under this Section shall be entitled to the defined benefits in the Agreement under which they retire without change should these provisions be modified in the future.

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 to provide Blue Cross/Blue Shield health insurance (or equivalent) for the permanent full-time employees. The basic coverage provided shall be Blue Cross/Blue Shield PPO and the Master Medical will be Option I. Effective May 10, 1998, the co-pay for prescription drugs will be \$5.00 and the annual deductibles will be up to, but not to exceed, \$200 for individual coverage and \$400 for double or family coverage. Employees who elect coverage under the PPO shall also receive benefits under the MMC-POV Rider.

Effective May 10, 2002, the City's basic coverage provided shall be made for the following coverage: Blue Cross Blue Shield Community Blue PPO Plan 1, and the co-payment for prescription drugs will be \$10.00.

Effective May 1, 2007, the City's basic coverage provided shall be made for the following coverage: Blue Cross Blue Shield Community Blue PPO Plan 1, and the co-payment for prescription drugs will be \$10.00 for generic and \$40 for brand.

Effective May 1, 2007, employees will contribute toward monthly health insurance premiums in the base plan or any elective plan selected according to the following schedule:

Single: \$25 Double: \$50 Family: \$55"

Effective May 1, 2007, the City shall provide a health insurance waiver allowance, in lieu of health insurance benefits, to eligible employees who provide evidence of other current health insurance coverage. In lieu of benefits, employees shall receive a monthly cash waiver allowance of \$400.00. Application of the employee waiver allowance program shall otherwise be subject to other provisions of the City's Flexible Spending Account currently in effect for active employees.

B. The City will provide regular full time employees with life insurance in the amount of \$40,000. Life insurance coverage will reduce when an employee reaches the age of 70, 75 and 80.

Weekly disability income insurance shall be provided in an amount equal to fifty percent (50%) employee's weekly gross pay or \$300.00, whichever is greater, but will in no event exceed sixty-five percent (65%) of an employee's weekly gross pay. Weekly disability income insurance will be made available after a thirty day waiting period from the date of disability. An employee must exhaust any accumulated sick leave prior to going on disability pay. An employee may elect to use accumulated vacation time after exhausting sick leave, but prior to going on disability pay. Sick or vacation time may not be used

concurrently with disability income benefits. Health insurance benefits will be continued while an employee is collecting weekly disability income benefits.

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

C. Employees will receive optical insurance through Blue Cross Blue Shield Vision Service Plan, incorporated herein by reference, or its equivalent, which includes the provision that examinations shall be covered on an annual basis, with lenses and frames covered as recommended by an optometrist, not to exceed one pair of glasses per year

D. Comprehensive Dental Care Plan with Delta Dental Plan of Michigan in accordance with Plan III, including Class IV benefits (orthodontic) incorporated herein by reference, or equivalent.

Effective July 1, 2002, the maximum payment for Class I, Class II and Class III benefits will increase from \$600.00 per person total benefit year to \$1,000.00 per person total benefit year

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 contract 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 basic plan defined in Article VIII Section 802 B. In the event that the cost of alternative health insurance plans exceeds the cost of the basic plan, 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.

Section 803. Retirement Health Insurance

A. For retirements occurring on or after July 1, 1996, the City will pay a health insurance premium stipend for eligible retirees in good standing under the City's retirement system who meet the requirements set forth in this Section 803 as follows:

1. The City stipend will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, Master Medical Option I or its equivalent, and Prescription drug rider - \$5.00 co-pay or its equivalent.

Effective for retirements occurring after July 1, 2001, in addition to the eligibility conditions outlined this Section, the City's stipend payment will be made for the following coverage: Blue Cross/Blue Shield MVF-1 or its equivalent, Master Medical Option I or its equivalent, prescription drug rider \$10.00 co-pay or its equivalent, and annual deductibles of up to \$200 for single coverage, and \$400 for double coverage."

Effective May 1, 2007, the City's basic coverage provided shall be made for the following coverage: Blue Cross Blue Shield Community Blue PPO Plan 1, and the co-payment for prescription drugs will be \$10.00 for generic and \$40 for brand.

2. The City's stipend payment will be made for the eligible employee and his/her lawful spouse as specified in Section 803 B. Any additional premium cost shall be the obligation of the retiree.
3. 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.
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)
6. Eligible employees and their eligible spouses shall be entitled to health care benefits at retirement as set forth herein. The City may establish a funded program to provide for retiree health care.
7. Any funds established by the City shall be vested in the City, and no employees 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.
8. 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.
 1. "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.

2. 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.

B. The City will pay a health insurance premium stipend for eligible retirees in good standing under Retirement System in accordance with the following schedule:

<u>Minimum Age on Date of Retirement</u>	<u>Minimum Years of Seniority with City on Date of Retirement</u>	<u>Maximum Monthly City Contribution</u>
60	15	\$400.00 (partial benefit)
60	20	uncapped (full benefit)
57	25	uncapped (full benefit)

Requirements, coverage, eligibility, and benefits are as otherwise set forth in Section 803.A.

Effective July 1, 2003 the City shall pay the full cost of actual premiums for employees who are at least sixty (60) years of age and have obtained a minimum of twenty (20) years of service or fifty-seven (57) years of age and have a minimum of twenty five (25) years of service.

Effective January 6, 2007, the City shall pay the full cost of actual premiums for employees who are at least fifty five (55) years of age and have obtained a minimum of twenty (20) years of service, if the sum of their age and years of service is greater than or equal to eighty (80).

C. The City will pay the full monthly premium costs at the time the retiree attains eligibility age for Medicare for those retirees eligible for full health insurance benefits as defined under B. above.

D. Effective May 1, 2007, the City shall provide a health insurance 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 receive a monthly cash waiver allowance of \$400.00. Retirees normally eligible for a single contract shall be eligible for a monthly cash waiver allowance of \$200.00. 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.

Section 804. 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; and,
3. the employee died while an active employee of the City.

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

Section 805. Pop-Up Provision

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

Section 806. Annuity Withdrawal

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:

Definition: the annuity withdrawal is the option that allows members to withdraw their accumulated pension contributions (with interest) credited under the pension plan at retirement and thereby forfeit the portion of their retirement allowance which was financed by their pension contributions. Employee retirement health contributions are not eligible under the annuity withdrawal option.

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.

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.

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.

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

Section 807 Defined Contribution Plan

Defined Contribution Plan: In lieu of participation in the Defined Benefit Plan in Section 801, employees hired on or after January 1, 2007, shall participate in the Defined Contribution (DC) pension program.

Contribution rates for the employer and employee will be calculated on base pay. Contributions into the DC plan are as follows:

Employee	5%	Employer	10%
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Vesting schedule for Employer Contributions:

50% vested after 3 years

75% vested after 5 years

100% vested after 7 years

Retiree Health: In lieu of the retirement health benefits in Section 803 above, employees hired on or after January 1, 2007 shall participate in a Retirement Health Savings (RHS) Plan. The City will contribute \$1,200 annually; \$100.00 for each month of credited service. Employees shall contribute 1.5% of the employee's annual salary. Employees may make voluntary contributions to the account in accordance with the Plan and IRS regulations. The vesting schedule for the RHS will be the same as the pension benefit.

Current full time employees will be afforded a one time opportunity to opt out of the defined benefit pension and health plan and into the defined contribution plan/retirement health savings plan. The City will provide an actuarial valuation upon request from the employee. Requests for valuation must be made by March 15, 2007. An employee who desires to opt into the defined contribution plan/retirement health savings plan must make the irrevocable election within three (3) months from receipt of the actuarial valuation.

ARTICLE IX PROMOTIONS

Section 900. Promotion Defined

A promotion shall be defined as a change from one classification to another classification 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 score of seventy percent (70%) in the written examination, the oral examination, and the 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.

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

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.

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.

The eligibility roster shall be in effect for a period of one year, but may be extended at the discretion of the Chief of Police, not to exceed two years from the date of posting of the eligibility list.

Section 902. Written Examination

A written examination may be provided by the City which shall be free to all eligible employees seeking the available promotion. 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

This article does not apply to the employment of supervisory employees whose positions are not covered by this collective bargaining agreement.

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.

Section 905. Acting Coordinator

If, for any reason, the City is unable to fill a regular Dispatch Coordinator position in accordance with the provisions of this Article, then the City may appoint an Acting Coordinator who shall, for an indefinite period of time, assume the duties of a Dispatch Coordinator for the permanent shift on which the vacancy exists. In such a case, the Acting Coordinator shall be the senior full-time Dispatcher who is assigned the

permanent shift on which the vacancy exists, in accordance with the shift selection process outlined under Section 402. The Acting Coordinator shall be compensated for the added duties by receiving the starting rate for the Dispatch Coordinator classification for time spent in this capacity. The City reserves the right to reopen and fill the Dispatch Coordinator vacancy at any time and at their sole discretion.

The City may open the competitive examination process to outside applicants if the number of candidates on the eligibility roster is less than two.

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.

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 Human Resources 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 ten (10) 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. The supervisor shall determine the time for the meeting, at a time agreeable to the parties, upon being notified. The employee's Union representative may be in attendance if the employee so requests. The supervisor shall submit his answer within ten (10) 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 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.

Disciplinary matters appealed through the grievance procedure shall be limited to disciplinary layoffs and discharges. Disciplinary matters other than disciplinary layoffs and discharges may be informally appealed outside of the grievance procedure, in writing, through the chain of command up to the Chief of Police.

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 the Police Officers Labor Council 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 Special Order No. 97-020, and its successors.

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. Dispatchers' Uniforms

1. The Department will provide five full sets of casual uniforms and one set of formal uniforms to each full-time dispatcher (as set forth in Department Policy). Each part-time dispatcher will receive three sets of casual uniforms and one formal uniform identical to that of full time employees.
2. Unserviceable uniforms shall be replaced at the beginning of winter and spring as necessary.
3. Uniform cleaning will be paid by the City.
4. All uniforms remain the property of the City.
5. 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 discriminations to age, sex, race, creed, color, marital status, religion, political affiliation, national origin or Union activity.

Section 1610.

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 1611. Roll Call

All employees may be required to report for roll call or orientation ten (10) minutes prior to the beginning of any scheduled full or partial shift. This time shall not be considered overtime, nor will the employee be entitled to any extra compensation therefor. Those dispatchers who are required to attend roll call or orientation as set forth in this section shall receive two and one half (2.5) hours of compensatory time for each full month during which the employee works and attends such roll call or orientation.. Part-time Dispatchers will receive a cash stipend equal to one and a quarter hour of pay for each full month during which the employee works payable in the first payroll period of July of each year in lieu of compensatory time for roll call.

Section 1612. Use of Cadets and Police Officers

Dispatch vacancies may be filled by radio trained Cadets, Police Officers, or a Dispatch Supervisor if the work available has been rejected by all bargaining unit members. Radio trained Cadets, Police Officers, or Dispatch Supervisors 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.

Section 1613.

A maximum of one full time Dispatcher or Dispatch Coordinator per shift may schedule vacation, personal days, or other leave on any given scheduled work day. Notwithstanding this limitation, more than one employee may schedule time off provided that the employee arranges a replacement, subject to other provisions of this Agreement and approval of the section supervisor.

Section 1614.

The Department will make every reasonable effort to fill temporary vacancies occurring due to resignation, discharge, or extended medical leave with a trained Dispatcher. If this cannot be accomplished, the Department, at its sole discretion, may fill the vacancy on an as needed basis with available staff. Permanent vacancies for the classification of Dispatch Coordinator will be filled in accordance with the provisions of Article IX of the collective bargaining agreement. In the event no qualified employee applies for the position, the Chief of Police, at his sole discretion, may appoint an employee, or an individual outside the bargaining unit, to the position.

Section 1615. Emergency Medical Dispatch

Emergency Medical Dispatch Certification is a required qualification for Dispatchers and Dispatch Coordinators. All Dispatchers and Dispatch Coordinators must obtain the Emergency Medical Dispatch Certification within six (6) months from date of hire. Employees must be re-certified every two (2) years.

At the beginning of each fiscal year, employees who obtain and maintain a valid EMD certification shall be paid an annual stipend in the amount of five hundred dollars (\$500), payable in one lump sum beginning the second payday after July 1, 2001. When an employee obtains a certification before the July date, he/she shall be paid a pro-rated stipend for the remainder of the fiscal year. Employees shall provide proof to the City of obtaining an active license. The City shall continue to provide or pay for all training required, and specific to, obtaining and maintaining Emergency Medical Dispatch certification.

The EMD stipend shall not be considered as part of the base pay rate and shall not be considered in computing overtime pay, nor shall it be considered for purposes of calculating final average compensation for pension. Employees who terminate employment for any reason, other than retirement, shall return an pro-rated amount of the prepaid stipend to the City by having such amount deducted from the final pay. The pro-rated amount shall be calculated to the nearest full month.

ARTICLE XVII TUITION REIMBURSEMENT

Section 1701. Eligibility

The City encourages its employees to upgrade their educational backgrounds and recognition of same, the City will reimburse any full-time Dispatchers for college level coursework, if in the judgment of the City, such coursework would be beneficial or related to his employment as a Dispatcher and/or be of assistance to him in obtaining promotion with the Department.

Section 1702. Regulations and Maximum Reimbursement

The City will reimburse the employee for tuition and registration fees at the end of each semester successfully completed by the employee, provided that the employee's final grade is "C" or better. No reimbursement will be authorized for below "C" level work.

The City will provide reimbursement for tuition and registration fees. Registration fees include assessments or fees that are directly related to applying for and performing the requirements of a course, such as registration fees, matriculation fees, course fees, laboratory fees, equipment fees and program fees. Any refundable deposit is not eligible for reimbursement. The City will not reimburse employees for books.

The City's reimbursement shall not exceed one hundred and ninety four (\$194.00) dollars per credit hour. Total annual reimbursement for tuition and registration fees shall not exceed three thousand and twenty-five (\$3,025.00) dollars per employee.

Section 1703. Approval

An employee must receive advance approval from the Police Chief and the City Manager to be eligible for any payment under this Article. The City may request an employee to provide any appropriate documentation in order to determine whether a class is eligible for reimbursement. In the event an employee leaves the employ of the City within one (1) year from the date the City makes payment under this Article, the employee shall reimburse the City for such payments by having the amount deducted from the employee's final pay. The employee must sign an agreement authorizing such payroll deduction before the City makes any payments under this plan.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives, the day and year written.

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An employee must receive advance approval from the Police Chief and the City Manager to be eligible for any payment under this Article. The City may request an employee to provide any appropriate documentation in order to determine whether a class is eligible for reimbursement. In the event an employee leaves the employ of the City within one (1) year from the date the City makes payment under this Article, the employee shall reimburse the City for such payments by having the amount deducted from the employee's final pay. The employee must sign an agreement authorizing such payroll deduction before the City makes any payments under this plan.

IN WITNESS WHEREOF, the Union and the City have caused this Agreement to be executed in their names by their duly authorized representatives, the day and year written.

CITY OF FARMINGTON HILLS,

POLICE OFFICERS LABOR COUNCIL

 2/15/07
City Manager Date

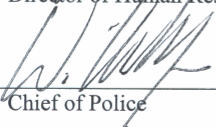
 Jan 29, 2007
Business Agent Date


 2/5/07
Assistant City Manager Date

 01-23-07
President Date

 2-5-07
Director of Human Resources Date

 01-23-07
Vice President Date

 2-5-07
Chief of Police Date

 1-24-07
Secretary/Treasurer Date

**APPENDIX A
SALARY SCHEDULE**

<u>DISPATCHER</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
07/01/06	40,234	41,490	42,775	44,436	45,595
	19.34	19.95	20.56	21.36	21.92
07/01/07	41,441	42,735	44,058	45,769	46,963
	19.92	20.55	21.18	22.00	22.58
07/01/08	42,684	44,017	45,380	47,142	48,372
	20.52	21.16	21.82	22.66	23.26
07/01/09	43,965	45,338	46,741	48,556	49,823
	21.14	21.80	22.47	23.34	23.95
07/01/10	45,284	46,698	48,143	50,013	51,318
	21.77	22.45	23.15	24.04	24.67

DISPATCH COORDINATOR

07/01/06	47,967	49,405
07/01/07	49,406	50,887
07/01/08	50,888	52,414
07/01/09	52,415	53,986
07/01/10	53,987	55,606

APPENDIX B
March , 1995
FARMINGTON HILLS
POLICE DISPATCHER
DRUG TESTING POLICY

INDEX AS: Drug Testing - Police Dispatchers and Dispatch Coordinators

I. PURPOSE

The purpose of this policy is to provide all sworn Police Dispatchers and Dispatch Coordinators 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 City employees 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 a Dispatcher's physical and mental health and, thus, job performance.

Where police personnel 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 Dispatchers commencing January 1, 1995.

III. DEFINITIONS

- A. Dispatcher -- Those full or part-time employees classified as Police Dispatchers or Dispatch Coordinators.
- 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 a Dispatcher 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 a Dispatcher. These facts or inferences would lead the reasonable person to suspect that the Dispatcher 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 a Dispatcher is or has been using drugs while on or off duty.
- F. Probationary Dispatcher -- For the purpose of this policy only, a probationary Dispatcher shall be considered to be any person who is conditionally employed with the department as a recently hired Dispatcher.
- 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 a Dispatcher'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 a Dispatcher under certain conditions outlined in this order, after it has been determined that the Dispatcher 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 Dispatchers, while on and off duty:

1. No Dispatcher shall illegally possess any controlled substance.
2. No Dispatcher shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.

a. Dispatchers shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The Dispatcher 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 Dispatcher 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 Dispatcher shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any Dispatcher 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 Dispatcher's health and safety.
5. Any Dispatcher having a reasonable basis to believe that another Dispatcher is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of Dispatchers 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 Dispatcher 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 a Dispatcher's drug test was positive.

B. Applicant Drug Testing

1. Applicants for the position of Dispatcher 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 Dispatcher Drug Testing

All probationary Dispatchers 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 Dispatchers may be tested prior to completion of the probationary period. A probationary Dispatcher 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. Dispatch Drug Testing

Dispatchers 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 a Dispatcher to take a drug test upon documented probable cause that the Dispatcher is or has been using drugs. A summary of the facts supporting the order shall be made available to the Dispatcher prior to the actual test.
2. Upon reasonable suspicion the Department may request, through an authorized representative of the Dispatcher's labor association, that a Dispatcher 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 Dispatcher 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 Dispatcher 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 Dispatchers shall be uniformly tested during any unannounced, random testing required by the department. Random testing for all Dispatchers will not exceed twice in a

365 day period.

- 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 Dispatchers that have been required to take a drug test after all Dispatchers in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.

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 Dispatcher to be tested before the Dispatcher enters the testing area.
3. A pre-test interview shall be conducted by testing personnel to ascertain and document the Dispatcher's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the Dispatcher of medical information during the pre-test interview is voluntary, however, if the test results are positive, it will be mandatory that the Dispatcher 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 a Dispatcher enters same in order to document that the area is free of any foreign substances.
5. Where the Dispatcher 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 Dispatcher shall be permitted no more than four hours to give a sample. During that time the Dispatcher 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 Dispatcher 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 Dispatcher and laboratory technician, and checked against the identity of the Dispatcher. 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 Dispatcher may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

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

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

Initial Test Level

(ng/ml)

Marijuana metabolite	100
Cocaine metabolite.	300
Opiate metabolite	300*
Phencyclidine	25
Amphetamines	1000
Barbiturates	300

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

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

Confirmatory Test Level

(ng/ml)

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

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States government which were published in the Federal Register, volume 54, number 230, dated December 1, 1989. These cutoff levels are subject to change by the Department of Health and Human Services as advances in technology or other considerations warrant identification of these substances at other concentrations. If these cutoff levels change in the future, the matter will be discussed with the labor associations prior to any amendment of this general order.
7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise and demonstrated proficiency in urinalysis.
8. Dispatchers 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 Dispatcher's personnel file upon the Dispatcher's request.
9. Any Dispatcher 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 Dispatcher's job duties.

J. Substance Abuse Rehabilitation Program

Dispatchers may participate in a substance abuse rehabilitation program; however, participation shall not prohibit drug testing under

this policy.

K. Procedures for Implementation of the Last Chance Agreement

1. A Dispatcher 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 Dispatcher.
4. A Dispatcher must attend and successfully complete an authorized rehabilitation program.
5. A Dispatcher must sign a form releasing any and all information to management as may be requested.
6. A Dispatcher 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. A Dispatcher 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 Dispatcher must submit to periodic urinalysis on a timetable as may be determined by the Chief of Police.
9. The Dispatcher shall be subject to the terms of last chance agreement for three (3) years after their return to work.
10. The Dispatcher must agree in writing that the Dispatcher 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. The Dispatcher must be advised that the Dispatcher is not obligated to sign the agreement and be advised he has the right to seek the counsel of his legal or labor representative.

I. Hold Harmless

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

LAST CHANCE AGREEMENT

Re: _____

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

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

Now, therefore, it is agreed that:

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

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Dispatcher

Police Inspector

Labor Association Representative

Police Chief

APPENDIX C

JOB DESCRIPTION SENIOR DISPATCHER

Following is a list of specific daily activities to be performed by the Senior Dispatcher on duty for each shift:

1. Read information book, message book, and teletypes necessary to become current with information available in Communications.
2. Attend roll call.
3. Apprise other Communications' personnel of pertinent information acquired at roll call.
4. Ensure other on-duty personnel read information book, message book and any other documents **at the start of their shift.**
5. At the beginning of each shift, check the tape machine to ensure it is recording, check the C.A.D. and 9-1-1 printers to ensure operation, adequate ribbon tone, and paper.
6. Ensure on-duty personnel are signed on to the computers they are using (L.E.I.N. - C.A.D. - M.D.T.)
7. List shift notes (beginning of shift).
8. Perform the following necessary C.A.D. functions or ensure their completion:
 - A. Check, verify, print, and initial all D-Cards.
 - B. Print 2 recap logs (1 for Records, 1 for Recap Book).
 - C. Print Fire log and attach D-Cards to it, forward to Records.
 - D. Print Shift Report, place in Records file.
 - E. Print Franklin Shift Report.
9. Complete Daily Activity Report, ensure its accuracy at the end of shift.
10. Ensure general orderliness of Communication Room throughout the shift.
11. Notify Shift Commander, Communication Section Supervisor or his superiors of necessary events as per notification policies.
12. Day Shift (change tapes).
13. Senior Dispatcher on a shift (particular 15-week period) will assume "trainer" status if training needs to be accomplished.

This list is intended to describe the typical duties performed by an employee designated as the Senior Dispatcher for a shift. It is not to be construed as an exhaustive list of duties which may be assigned.